



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: August 4, 2014

INVITATION TO BID #113-2014 Furniture for Replacement Senior Citizens Center

Bid Opening Date: September 2, 2014 **Bid Opening Time:** 2:00 PM
Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507
Type of Bid: Firm Bid

Pre Bid Meeting: August 11, 2014 **Pre Bid Time:** 10:00AM
Address: 101 E. Vine Street -3rd Floor Conference Room, Lexington KY 40507

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **9/2/2014**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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

Bids are to include all shipping costs to the point of delivery located at: DELIVERY ADDRESS, Lexington, KY 405XX

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

Performance Bond Required: Yes No

Check One: <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>	Proposed Delivery: _____ 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 type="checkbox"/> Yes <input type="checkbox"/> No	

Submitted by: CG CONCEPTS
Firm Name

2331 FORTUNE DRIVE

LEXINGTON, KY 40509
Address

DAVID WARE
City, State & Zip

Bid must be signed:
(original signature) DAVID WARE
Signature of Authorized Company Representative – Title

859.294.9328 859.299.2457
Representative's Name (Typed or printed)

Area Code - Phone - Extension Fax #

dware@cgconcepts.net

E-Mail Address

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

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Contemporary Galleries of West
Virginia, Inc. dba CG Concepts
2331 Fortune Drive, Suite 290
Lexington, KY 40509

SURETY:

(Name, legal status and principal place of business)

Ohio Farmers Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001

This document has important
legal consequences. Consultation
with an attorney is encouraged
with respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

OWNER:

(Name, legal status and address)

Lexington Fayette Urban County Government
200 East Main Street - Room 338
Lexington, KY 40507

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

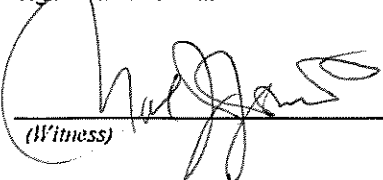
Lexington-Fayette Urban County Government, Furniture for Replacement Senior Center

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of September, 2014



(Witness)

Contemporary Galleries of West Virginia, Inc. dba CG Concepts
(Principal) _____ (Seal)

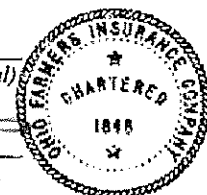
By: 

(Title)

Ohio Farmers Insurance Company
(Surety) _____ (Seal)

By: 

(Title) Kimberly L. Miles Attorney-in-Fact



General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ANDREW K. TEETER, KIMBERLY L. MILES, JANIS KAY PEACOCK, DOUGLAS P. TAYLOR, TRAVIS A. HILL, JR., PAMELA V. LANHAM, GARY R. FREEMAN, KIMBERLY S. BURDETTE, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

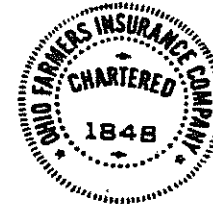
"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 16th day of AUGUST A.D., 2013.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 16th day of AUGUST A.D., 2013, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelln, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of September, A.D., 2014



Frank A. Carrino Secretary

AFFIDAVIT

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

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

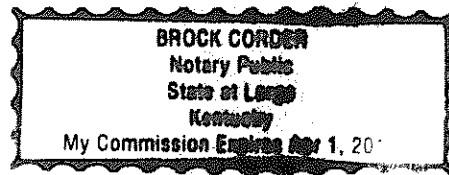
Further, Affiant sayeth naught. _____

STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by David Ware on this the 2nd day of September, 2014.

My Commission expires: April 1, 2017

Brock Corder
NOTARY PUBLIC, STATE AT LARGE



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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes No

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 or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #113-2014 Furniture for Replacement Senior Citizens Center"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- 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 5 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, creed, national origin, sex or age, 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.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

SPECIAL INSTRUCTIONS TO THE BIDDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)

Performance Security: The APPARENT LOW BIDDER shall furnish, before recommendation by the Division of Central Purchasing to the Urban County Council that the BIDDER'S bid be accepted, a Performance Bond, Certified Check or Cashier's Check, payable to the Lexington-Fayette Urban County Government, in the penal sum of 100% of the price of the materials and/or services proposed in the bid.

The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

The certified / cashier's check will be returned when the materials and/or services specified herein have been delivered.

In the event of bidder's failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified / cashier's check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages.

Contracts that are less than \$50,000 will not require a 5% bid security or a performance and payment bond.

EQUAL OPPORTUNITY AGREEMENT

The Law

Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

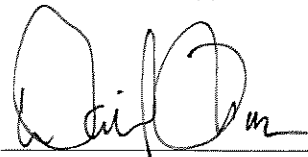
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.


Signature

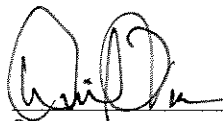
CG CONCEPTS
Name of Business

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.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, 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. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature

9.2.14

Date

WORKFORCE ANALYSIS FORM

NAME OF ORGANIZATION: CG Concepts

DATE: SEP 2 2014

CATEGORIES	TOTAL	WHITE		LATINO		BLACK		OTHER		TOTAL	
		M	F	M	F	M	F	M	F	M	F
CRAFT	8	8								8	0
LABORER	9	7				2				9	0
MANAGERS	5	2	3							2	3
OFFICE/CLERICAL	5	1	4							1	4
PROFESSIONAL	16	2	14							2	14
SALES WORKERS	20	11	9							11	9
TOTALS	63	31	30	0	0	2	0	0	0	33	30

PREPARED BY: Mark Jones, Controller

**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. The goal for the utilization of certified MBE/WBE's 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 Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507

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) and Disadvantaged (DBE) Business Enterprises 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.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-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 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 and operated 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 and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) 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 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.**

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 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 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 of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
 - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 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 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 to determine their level of interest.
- j. Provided the interested MWDBE firm 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 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 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 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@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 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

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 in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Byne	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women's Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Ken Finance Cabin	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	lavozekey@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhamma	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE 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.

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.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 113-204

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name <u>CGI CONCEPTS</u>	Contact Person <u>DAVID WARE</u>
Address/Phone/Email <u>2331 FORTUNE DRIVE, SUITE 290 LEXINGTON, KY 40509 (859) 294-9328</u>	Bid Package / Bid Date <u>LEXINGTON SENIOR CENTER, SEPTEMBER 2, 2014</u>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
<u>Hi 5 FURNITURE 8301 NW 101ST TERR. STE. 7 KANSAS CITY, MO 64153</u>	<u>DAWN BOILEAU CEO</u>	<u>W (816) 774-4050 C (816) 405-8208</u>	<u>5/21/14</u>	<u>TABLES</u>	<u>EMAIL</u>	<u>\$80,544.58</u>	<u>FEMALE</u>

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

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

CGI CONCEPTS
Company

[Signature]
Company Representative

9/2/2014
Date

DEALER PRINCIPAL
Title



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. In order to measure that goal LFUCG will track spending with MWDBE vendors 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.

Bid/RFP/Quote # _____

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.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 113-2014

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 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 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 of subcontracting opportunities

Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

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

Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms 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 to determine their level of interest.

Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce

Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

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

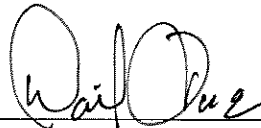
_____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

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

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. Documentation of Good Faith Efforts are to 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.

CG CONCEPTS
Company


Company Representative

9.2.14
Date

DEALER PRINCIPAL
Title

CONTRACT AGREEMENT

THIS AGREEMENT, made on the _____ day of _____, 20____, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and _____ **(bidder's name)** _____, doing business as *(an individual) (a partnership) (a corporation) located in the City of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of _____ Dollars and _____ Cents (\$ _____) quoted in the proposal by the CONTRACTOR, dated _____, hereby agree to commence and complete the construction described as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by EOP Architects for the Furniture for the Replacement Senior Citizens' Center project.

2. TIME OF COMPLETION

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as ninety (90) calendar days. The time shall begin ten (10) days after the CONTRACTOR is given the Notice to Proceed with the Work.

3. ISSUANCE OF WORK ORDERS

Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined by the Engineer after consultation with the CONTRACTOR and the OWNER.

4. THE CONTRACT SUM

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, as quoted in the proposal, subject to any additions and deductions, as provided therein.

5. PROGRESS PAYMENTS

The OWNER shall make payments on account of the Contract, as provided in accordance with the General Conditions, as estimated by the Engineer, less the aggregate of previous payments.

6. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due within ninety (90) days after completion of the Work, provided the Work be then fully completed and the Contract fully accepted.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the Work has been paid.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so certifies, the OWNER shall upon certificate of the ENGINEER, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

7. THE CONTRACT DOCUMENTS

The Advertisement for Bids, Information for Bidders, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, Technical Specifications, any and all Addenda, and Proposal, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

8. EXTRA WORK

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.

9. THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):

SPECIFICATIONS-- FURNITURE SUPPLY AND INSTALLATION SERVICES FOR REPLACEMENT SENIOR CITIZEN CENTER

FURNITURE SPECIFICATIONS

Section 125000 - Furniture

LIST OF REFERENCE DRAWINGS

F1.0 1st Floor Furniture Plan
F1.01A Furniture Plan – 1st Floor Area A
F1.01B Furniture Plan – 1st Floor Area B
F1.01C Furniture Plan – 1st Floor Area C

F1.01D Furniture Plan – 1st Floor Area D
F1.02 2nd Floor Furniture Plan
F1.02A Furniture Plan – 2nd Floor Area A
F1.02B Furniture Plan – 2nd Floor Area B
F1.02C Furniture Plan – 2nd Floor Area C
F1.02D Furniture Plan – 2nd Floor Area D

F2.00 Furniture Schedule

IN WITNESSETH WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

(Seal) Lexington-Fayette Urban County Government.
Lexington, Kentucky

(Owner)

ATTEST:

Clerk of the Urban County Council

BY: _____
MAYOR

(Witness)

(Title)

(Seal)

(Contractor)

(Secretary)*

BY: _____

(Witness)

(Title)

(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing Contract.

TABLE OF CONTENTS

FURNITURE SUPPLY AND INSTALLATION SERVICES FOR REPLACEMENT SENIOR CITIZEN CENTER

INFORMATION FOR BIDDERS

Invitation to Bid
Instructions to Bidders

CONTRACT FORMS AND CONDITIONS

Bid Form
Bid Tabulation Form

FURNITURE SPECIFICATIONS

Section 125000 - Furniture

LIST OF REFERENCE DRAWINGS

F1.0 1st Floor Furniture Plan
F1.01A Furniture Plan – 1st Floor Area A
F1.01B Furniture Plan – 1st Floor Area B
F1.01C Furniture Plan – 1st Floor Area C
F1.01D Furniture Plan – 1st Floor Area D
F1.02 2nd Floor Furniture Plan
F1.02A Furniture Plan – 2nd Floor Area A
F1.02B Furniture Plan – 2nd Floor Area B
F1.02C Furniture Plan – 2nd Floor Area C
F1.02D Furniture Plan – 2nd Floor Area D
F2.00 Furniture Schedule

INVITATION TO BID

Article 1 – Project Identification

- 1.1 You are invited to submit a bid proposal to provide furniture and furnishings to Lexington-Fayette Urban County Government (LFUCG) for the fabrication, delivery and installation of products to the following project site:
195 Life Lane
Lexington, KY 40502
- 1.2 The work generally encompasses systems workstations, freestanding casegoods, seating, and tables.
- 1.3 Owner building possession (after Certificate of Occupancy has been presented) is being planned for January 2016.
- 1.4 Please submit all questions either to <https://lfucg.economicengine.com> or to Theresa Maynard, Buyer Senior at theresa@lexingtonky.gov
- 1.5 The LFUCG will assess the bids and issue a purchase order to the successful bidder with a requested furniture installation date of December 2015, to be completed by January 15, 2016. The successful bidder must guarantee the selling price to the LFUCG and be able to meet the requested furniture installation date.
- 1.6 Storage of Furniture**
- 1.6.1 Storage due to construction delays:** Construction is anticipated to be substantially complete by December 2015. In the event of construction delays, the awarded Contractor will be required to store all furniture in a secured and climate controlled environment which is fully insured. A separate price is being requested for this storage if needed. Contractor will be responsible for all stored material until it has been delivered to the project site and installed (which includes transportation to the project site).
- 1.6.2 General Storage Criteria:** All stored materials must be stored in Fayette County and in one location at the storage site in their own designated area, which has been clearly marked off from other materials being stored at that location. These materials are not to be relocated from their designated storage area without prior approval of the Owner. The approved label shall include the names of Owner, Architect, and Contractor, the project name and address and a short statement stating these materials are to be used only for their intended purpose on the stated project and will not be diverted for any other use. The Contractor shall ensure that all materials are properly stored off of the ground, protected from damage, loss, weather, vandalism, and theft in a manner acceptable to the Owner.
- 1.6.3 Forms:** The Contractor will submit a **Stored Material Request** prior to the established billing date. The Contractor must complete and sign LFUCG's **Agreement & Bill of Sale Certification for Stored Materials** before submitting any payment requests for stored materials. A fully executed **Agreement & Bill of Sale Certification for Stored Materials** naming the Lexington Fayette Urban County Government as purchaser and a guarantee of delivery and installation to the jobsite will be provided. **Item "C" of the Agreement & Bill of Sale Certification for Stored Materials** will list each item for which payment is requested. The

insurance certificate will have to state the exact amount of stored materials to be billed for that requisition period. These forms should be submitted to the LFUCG Project Manager.

- 1.6.4 **Inspections:** An LFUCG representative will have to physically inspect and photograph the material.
- 1.6.5 **Payments:** Payments for furniture and associated components stored off-site shall be for their substantiated cost exclusive of the amount necessary to load, transport, unload, and install these materials from their storage location to the jobsite, less the standard retainage as required by the purchase agreement.
- 1.6.6 **Insurance:** Contractor shall provide "all-risk" property insurance as evidenced by a separate certificate of insurance covering the material upon which payment is being made on an agreed amount, replacement cost basis. Such policy shall cover at a minimum any loss to the material due to theft, fire, flood, earthquake, collapse, and windstorm while the material is at an approved storage location. Any material stored off site must carry additional insurance (All Risk Rider) stating the LFUCG as insured.

Article 2 – Evaluation of Project Premises

- 2.1 **LFUCG: Replacement Senior Citizen Center, located at: 195 Life Lane, Lexington, KY 40502**
- a. The delivery is to be made through the south and east entrances to the building which will be a maximum 220 foot push distance to installation point. The facility does have an elevator. Dealer is to provide their own Forklift and Certified Operator as needed, but be aware that all interior doors are 84" in height.
 - b. All floors and walls are to be fully protected; bidder will be liable for repairs.
 - c. All deliveries and installation is to take place during normal business hours and shall be coordinated with the General Contractor for the building project.
 - d. Upon acceptance of order, please indicate duration of delivery and installation for the entire project.
 - e. Waste management and recycling shall be performed in accordance with the attached Construction Waste Management specification.
 - f. The project site is to be left vacuumed and all furniture is to be wiped free of dust and dirt.

Article 3 – Submission of Bids

- 3.1 Please submit 1 hard copy of your proposal Director, Division of Central Purchasing, 200 East Main Street, Lexington, KY 40507 by 2:00 PM, Tuesday, September 2, 2014. Your proposal is to include the following:
- a. Bid Form
 - b. Bid Tabulation Form
 - c. Detailed Line Item Specifications to include Manufacture, Model / Product #, Description, Unit and Extended Price (tagged by Legend Item)
- 3.2 Your proposal may not be withdrawn after the scheduled due date and time and will be **valid for a period of one-hundred and eighty (180) days** there from.

**END OF INVITATION TO BID
INSTRUCTIONS TO BIDDERS**

Article 1 – Definitions

- 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Invitation to Bid, Instructions to Bidders, the bid tabulation form and other sample bidding and contract forms. The proposed Contract Documents consist of the Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- 1.2 Addenda are written or graphic instruments issued by the Architect/Interior Designer prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.3 A Bid is a complete and properly signed proposal to do Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.4 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- 1.5 A Unit Price is an amount stated in the Bid as a price per unit for materials, furniture, furnishings, equipment, storage, or services described in the Bidding Documents.
- 1.6 A Bidder is a person or entity who submits a Bid.

Article 2 – Bidders Representative

- 2.1 The Bidder by making a Bid represents that:
- 2.2 The bidder has read and understands the bidding documents, contract documents and drawings.
- 2.3 The bidder has reviewed the project premises, or, if not yet constructed has reviewed the documents pertaining thereto, has become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Documents.
- 2.4 The bid is based upon the materials, furniture, furnishings and equipment and services required by the Bidding Documents.

Article 3 – Bidding Documents

- 3.1 Bidders may obtain additional copies (above and beyond the original copy provided) of the Bidding Documents from the office of EOP Architects.
- 3.2 Bidders shall use complete set of Bidding Documents in preparing bids; the Owner does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

INSTRUCTIONS TO BIDDERS CONTINUED

- 3.3 **Substitutions will not be considered prior to bid submission.** If substitutions from the Basis of Design are included in the bid, sufficient information must be presented in the supporting bidding documents to judge and approve or reject substitutions. The owner reserves the right to approve or reject substitutions prior to award.
- 3.4 Written revisions (addenda) will be issued as necessary. Addenda shall be acknowledged on the Bid form by number and date and shall become a part of the Contract Documents. The last day for questions to be addressed in the addenda is August 21, 2014.
- 3.5 Submission of Bids signifies careful examination of the Contract Documents and complete understanding of the nature, extent and location of the work performed.

Article 4 – Bidding Procedures

- 4.1 **Submit the following:**
- a. Bid Form
 - b. Bid Tabulation Form
 - c. Detailed specifications (organized and Tagged by Legend Item) including manufacture, item or model numbers, product description, finish options, price per unit, and extended price.
- 4.2 Product Examples: Supply physical samples of the following items for LFUCG to preview and evaluate prior to award IF THEY REPRESENT A DEVIATION FROM THE BASIS OF DESIGN. Samples may be previewed at your showroom BUT must represent the exact brand, series and features specified.):
C1A.01
C1A.03
C2A.01
C4A
O1A.01
T1
- 4.3 The Form of Proposal and Bid Tabulation Form is not to be modified in any way.
- 4.4 Proposals shall be clearly written without erasures or deletions
- 4.5 Conflicts and clarifications regarding the drawings and specifications shall be submitted to either to <https://lfucg.economicengine.com> or to Theresa Maynard, Buyer Senior at theresa@lexingtonky.gov in writing no later than 2:00 pm local time on August 21, 2014.
- 4.6 Clarifications and questions regarding the bidding process shall be submitted to Theresa Maynard, Buyer Senior at theresa@lexingtonky.gov in writing no later than 2:00 pm local time on August 21, 2014.
- 4.7 Each copy of the Bid shall include the legal name of the Bidder and that the Bidder is a sole proprietor, partnership, corporation, or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract.
- 4.8 Basis of competitive proposals shall be based on the specifications detailed and included in this document.

INSTRUCTIONS TO BIDDERS CONTINUED

Article 5 – Considerations of Bids

- 5.1 The Owner reserves the right to disqualify bids from bidders not deemed to be qualified; the right to disqualify bids deemed to be incomplete, unresponsive, or irresponsible, and the right to waive defects in bids where such defects are not deemed significant; and the right to reject all bids. Bidders are encouraged to carefully read the entire bid package.
- 5.2 The Owner will award the Bid after September 2, 2014. Successful bidder is to work closely with the Owner to expedite the specification / ordering process. It is LFUCG's desire to have products received in December of 2015.

Article 6 – Post-bid Information

- 6.1 The Bidder shall, as soon as practical after notification of selection for award of Contract, furnish to the Owner through the Architect/Interior Designer in writing:
- a. A designation of the Work to be performed with Bidder's own forces;
 - b. Names of the manufacturers of furniture, furnishings, equipment and materials proposed for the Work; and
 - c. Names of persons or entities (including those performing delivery and installation on the premises) proposed for the principal portion of the Work.

Article 7 – Performance and Payment Bond

- 7.1 **A Performance and Payment Bond in the amount of one hundred percent (100%) of the total awarded contract is due upon written notification of bid award.**
- 7.2 **The cost of the Performance and Payment Bond is to be individually listed on the Bid Forms.**

END OF INSTRUCTIONS TO BIDDERS

BID FORM**Date:** August 27, 2014**To:** Lexington-Fayette Urban County Government, Purchasing Department
200 E Main St, Room 338
Lexington, KY 40507**Re:** Replacement Senior Citizen Center
Furniture Package**From:**Name of Bidder: David WareLegal Business Name: CG ConceptsBusiness Street Address: 2331 Fortune DriveSuite 290City: Lexington State: KY Zip Code: 40509Phone: 8592949328Fax: 8592992457Email: dware@cgconcepts.net**To Bidders:**

The Bidder, in compliance with the Invitation to Bid for Furniture and Furnishings and declares that this Bid is made, without collusion with any other person, firm or corporation; having examined the Bid Documents prepared by EOP Architects and all related documents and being familiar with the project site including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, transportation, superintendence, perform all work, and provide all services as necessary to meet the proposed schedules and to construct all work (including trash removal and disposal) in the Bid Sections stated in accordance with the Bid Documents for the amount stated below. These prices are to cover all expenses incurred in performing work required for this Bid under the Bid Documents.

All Bidders shall thoroughly examine the bid documents and shall be prepared to accept same with NO CHANGE ORDER, except where due to changes in scope. Any Bid received incomplete will not be considered during Bid Evaluation.

Total Bid Amount\$ 269,923.48 Amount in words Two Hundred Sixty Nine Thousand, Nine Hundred Forty Three and Forty Eight Cents**Broken down as follows:**

Product Subtotal:	\$ <u>265,020.44</u>
Freight	\$ <u>914.02</u>
Fuel Surcharge	\$ <u>0.00</u>
Sales Tax	\$ <u>0.00</u>
Storage	\$ <u>0.00</u>
Delivery and Installation	\$ <u>0.00</u>

Cost of Performance and Payment Bond if awarded this contract\$ 3,987.51 Amount in words Three Thousand Nine Hundred Eighty Seven Dollars and Fifty One Cents**END BID FORM**

LFUCG Bid #113-2014 Page 34

BID TABULATION FORM

Item #	Label	Description	Qty	Unit Price	Total Price
A.	BN-1	Bench	3	\$ 875.90	\$ 2,627.70
B.	C1A.01	Lounge seat	19	\$ 822.46	\$ 15,626.74
C.	C1A.02	Lounge seat w/ tablet arms	8	\$ 1,355.70	\$ 10,845.60
D.	C1A.03	Side chair	40	\$ 301.67	\$ 12,066.80
E.	C2A.01	Multipurpose stacking chair w/ arms	198	\$ 233.79	\$ 46,290.42
F.	C2A.02	Multipurpose stacking chair w/o arms	80	\$ 206.16	\$ 16,492.80
G.	C2A.03	Multipurpose stacking chair	20	\$ 300.52	\$ 6,010.40
H.	C2A.04	Multipurpose staking chair w/ tablet arm	44	\$ 307.75	\$ 13,541
I.	C3A	Bariatric 30" chair	19	\$ 474.74	\$ 9,020.06
J.	C3B	Bariatric 30" chair w/ tablet arm	4	\$ 826.72	\$ 3,306.88
K.	C4A	Task chair	17	\$ 375.56	\$ 6,384.52
L.	C4A.02	Side guest chair	14	\$ 278.30	\$ 3,896.20
M.	C4B.01	Task chair	27	\$ 595.53	\$ 16,079.31
N.	C4B.02	Task stool	2	\$ 653.25	\$ 1,306.50
O.	CRNDZA 01	Credenza	1	\$ 435.81	\$ 435.81
P.	CRNDZA 02	Credenza	1	\$ 383.36	\$ 383.36
Q.	O1A.01	Expansion freestanding desk	8	\$ 231.10	\$ 1,848.80
R.	O1A.02	Desk work surface	14	\$ 375.62	\$ 5,258.68
S.	O2	Pedestal	11	\$ 192.74	\$ 2,120.14
T.	O3	Pencil drawer	11	\$ 37.86	\$ 416.46
U.	SC	Stacking cart	30	\$ 218.90	\$ 6,567.00
V.	T1	Multipurpose folding table	28	\$ 1,708.84	\$ 47,847.52
W.	T2.A	Round café table	8	\$ 531.41	\$ 4,251.28
X.	T2.B	Square table	10	\$ 437.63	\$ 4,376.30
Y.	T2.C	Rectangular flip table	12	\$ 734.59	\$ 8,815.08
Z.	T2A.02	Rectangular flip table	24	\$ 635.60	\$ 15,254.40
AA.	T9	Side table	5	\$ 569.48	\$ 2,847.40
BB.	TB7	Flip table	8	\$ 137.91	\$ 1,103.28
CC.		Total Purchase Price			\$ 269,821.73
DD.		Daily Storage Rate for delayed delivery and installation			\$ 0 /Day

END OF BID TABULATION FORM

SECTION 125000 – FURNITURE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplemental Conditions and Division 1 Specification Section, apply to this Section

1.2 SUMMARY

- A. This section includes furniture used in interior areas.

1.3 SUBMITTALS

- A. Product Data: For each type of furniture specified. Include details of construction relative to materials, dimensions of individual components, profiles, and finishes.
- B. Samples for Verification: One of the following products, in manufacture's standard sizes. Prepare samples from the same material to be used for the Work. Samples shall be provided at dealer showroom for owner and consultant review.
 - 1. Furniture Unit: Full Size, of same materials and finishes used for the Work.
 - 2. Exposed Finish: For Each color and texture required, at least 3 inches (80mm) square in size. Where finish involves color and texture variations, include Sample sets composed of 2 or more units showing the full range of variations expected.
 - 3. Upholstery Fabric: Full-Width-by-36-inches- (1000mm-) long Sample from dye lot to be used for the Work, with specified treatments applied. Show complete pattern repeat. Mark top and face of fabric.
- C. Product Schedule: Use same designations indicated on Drawings in preparing Loose Furniture Schedule.
- D. Maintenance Data: For furniture to include in the maintenance manuals specified in Division 1.

1.4 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: Provide seating identical to that tested per California Technical Bulletin by UL of another testing and inspecting agency acceptable to authorities having jurisdiction. Identify furniture with appropriate markings of applicable testing and inspecting agency.
- B. Furniture dealer and installer shall coordinate a punch list walkthrough of the project after installation. Furniture found to be defective, damaged, or incompatible with the accepted product, shall be repaired or replaced.

1.5 WARRANTY

- A. All fabrics included in furniture elements shall be warranted for a period of (5) five years.
- B. All furniture elements shall be warranted for a period of (10) ten years.

1.6 PROJECT CONDITION

- A. Proceed with installation only after completion of the other construction within affected spaces.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Coordinate the delivery of the product with the General Contractor. Do not deliver furniture until spaces to receive them clean, dry, and ready for installation.
- B. Protect furniture from damage during delivery, handling, storage, installation, and after installation.
- C. The manufacturer/dealer is responsible for temporary storage of all product until the time for delivery and installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. The Furniture Schedule uses named manufacturer's products to define the type, style, quality and performance characteristics of the desired products. Wherever "Basis-of-Design" is used to designate products, the following requirements apply for the product selection:
 - 1. Basis-of-Design Product: The design of each piece of furniture defined is based upon the product named. Subject to compliance with requirements, provide either the named product or a comparable product by other manufacturers. All substitutions are subject to approval by the Architect and Owner.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Furniture to be installed on the Drawings or as directed by the Owner or Architect, and in coordination with the General Contractor
- B. All the empty packaging and containers are to be removed from the premises. Recyclable packaging and containers are to be recycled per section 017419 "Construction Waste Management".

3.2 FURNITURE SCHEDULE

- A. See attached Furniture Schedule in the Drawings.

END OF SECTION 125000



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **#113-2014**

Date: August 11, 2014

Subject: **Construction of Replacement Senior Citizens' Center**


Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid.

See the following attachments:

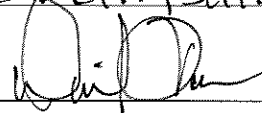
- **Minutes from August 11, 2014 Pre-Bid Meeting**
- **Sign in Sheets from August 11, 2014 Pre-Bid Meeting**

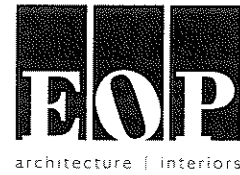

Todd Slatin, Director
Division of Central Purchasing

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 bid.

COMPANY: CG CONCEPTS

ADDRESS: 2331 FORTUNE DRIVE, SUITE 290 LEXINGTON, KY 40509

SIGNATURE OF PROPOSER: 



Pre-Bid Meeting Minutes August 11, 2014

- Bid Date is **Tuesday, September 2 at 2:00 P.M.**, Eastern Time, submitted to
 - LFUCG Central Purchasing
 - 200 E Main St, 3rd Floor
 - Lexington, Kentucky 40507
 - *Parking is limited, so please arrive early to ensure on-time delivery*
 - *The Labor Day holiday has been acknowledge by extending the typical 3-week bidding period for LFUCG projects to 4 weeks. Please inform your subs that no further bid period extensions will be considered.*
- Addenda items (contractor questions) need to be submitted by:
 - **Thursday, August 21 at 5:00pm, EST.**
 - All questions shall be submitted to Theresa Maynard at theresam@lexingtonky.gov
- Final Addenda if necessary will be issued **Monday, August 25, 2014.**
 - *Addenda will be released to planrooms, but official correspondence on the project will come from EconomicEngine (<https://lfucg.economicengine.com>)*
 - *Existing purchase contracts may be available for this project. Please indicate on the Bid Tabulation Form if price contracts are reflected in any portion of the bid.*
- Advisement that changes are not binding unless in written form.
- Reminder that conditional or qualified bids are not acceptable.
 - *LFUCG will issue revised bid forms to clarify the options for bidder with regard to bidding parts of the project furniture, or all of the project furniture*
- The official bid forms must be fully completed and submitted in a sealed envelope. It is the bidder's responsibility to submit bid on time. Late or incomplete bids will not be recognized.
- A 5% bid bond is to be included with the proposal. The Bidder may submit a certified check in lieu of the bid bond.
 - *Minority and Women Owned Business Forms are part of the bid documents. The LFUCG goal is for 10% MBE/WBE participation. Contact Marilyn Clark (mclark@lexingtonky.gov) with questions about particular trades. Good Faith Efforts and Participation Forms are to be submitted with sealed bids.*
 - *All contractors and subcontractors shall be registered in the EconomicEngine system.*
- Prevailing Wage Rates do apply and will be provided to bidders at the conclusion of this meeting.
- **Bid Tabulation Form** shall be completed in its entirety and submitted with the bid. You may not change products during or after a bid opening or review. The owner reserves the right to review, and approve or reject, all products.

- **Line Item Specifications** shall be submitted with the bid. Include make, model, description, unit price, and extended price.
- **Product Examples** for items stated in the Instructions to Bidders shall be provided for the owner's review. This is only required if products offered differ from the Basis of Design listed in the documents. Examples shall be reviewed in the bidder's showroom, and timing shall be coordinated by the owner.
- Overview of project schedule
 - Final contractor questions **August 21, 2014; 5:00pm**
 - Final Addenda **August 25, 2014.**
 - Product Example Review **September 1, 2014, times TBD August 28, 2014 (tentative)**
 - Bid Date **September 2, 2014; 2:00 P.M.**
 - Urban County Council Mtgs. **September 25 & October 9, 2014**
 - Award of Contract **October 10, 2014**
 - Pre-Construction Meeting **October 13, 2014**
 - Installation **December 14, 2015-January 14, 2016**
 - Final Completion **January 14, 2016**
- Installation shall be completed within 30 days from Notice to Proceed, which shall coincide with Substantial Completion of the Replacement Lexington Senior Citizen Center (99-2014) project. Any project schedule delays in the primary construction project shall affect the date of Notice to Proceed.
- Insurance shall be held on all stored materials as specified in the Invitation to Bid (1.6.6)
- The apparent, successful low bidder will receive a Notice of Intent to Award.
- The following bonds, forms and insurance shall be required in order to award a contract:
 - 100% payment bond
 - 100% performance bond
 - Insurance certificate
 - *Bid bonds and insurance certificates will be required when the purchase order is issued, which will occur one day after the council approves the bid.*
- Brief review of the scope of work by Consultant Team.
 - *Building is located at 195 Life Lane, which connects Richmond Rd and New Circle Rd, running between the Richmond Rd campus of Southland Christian Church and Idle Hour Park. The building site is the southern end of Idle Hour Park, on the site of the current football field.*
 - *The building construction will be 2-stories slab-on-grade (no basement). Concrete substructure and steel frame structure. The envelope will have stud backup, continuous insulation, and exterior skins of metal panel, phenolic panel, stucco, and glazed curtain wall/storefront.*
 - *The project will be LEED Certified.*
 - *The approximate area is 33,000 GSF over 2 floors. Building program includes classrooms, art studios, fitness studio, dance studio, offices, kitchen, and a double-height multipurpose room.*
- Site Access.
 - Parking – Building parking lot should be substantially complete and may be used.
 - Building access – Life Lane, with access points from New Circle Road and Richmond Road
 - Elevator Usage – the elevator may be used once installed, per specifications
- Work under separate contracts
 - Building Construction – separate bid package, coordination required

- Discussion of Project Submittal Procedures
 - Electronic PDF submittals via Newforma InfoExchange.
 - *Newforma is a suite of Construction Administration tools, managed by EOP Architects and offered free of charge as a web-based interface to consultants and contractors. This will be the required method of correspondence on ASIs, RFIs, PRs, Submittals, COs, and other Construction Administration tasks. EOP will provide a tutorial coinciding with the Notice to Proceed.*



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

Bid Number: **#113-2014**

Date: August 15, 2014


Subject: **Furniture for Replacement Senior Citizens Center**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid.

- See attached revised specifications and new pricing sheets. Bids **MUST** be submitted using these revised pricing/bid tabulation forms for the Classroom/Multipurpose, Lounge, and Office sections of the bid.
- **REMINDER:** Lexington-Urban County Government reserves the right to award this solicitation either by section or as a whole.


Todd Slatin, Director
Division of Central Purchasing

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 bid.

COMPANY: CG CONCEPTS

ADDRESS: 2331 FORTUNE DRIVE, SUITE 290, LEXINGTON, KY 40509

SIGNATURE OF PROPOSER: 

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Section 125000 - Furniture

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- 1.6 Storage of Furniture**
- 1.6.1 Storage due to construction delays:** Construction is anticipated to be substantially complete by December 2015. In the event of construction delays, the awarded Contractor will be required to store all furniture in a secured and climate controlled environment which is fully insured. A separate price is being requested for this storage if needed. Contractor will be responsible for all stored material until it has been delivered to the project site and installed (which includes transportation to the project site).
- 1.6.2 General Storage Criteria:** All stored materials must be stored in Fayette County and in one location at the storage site in their own designated area, which has been clearly marked off from other materials being stored at that location. These materials are not to be relocated from their designated storage area without prior approval of the Owner. The approved label shall include the names of Owner, Architect, and Contractor, the project name and address and a short statement stating these materials are to be used only for their intended purpose on the stated project and will not be diverted for any other use. The Contractor shall ensure that all materials are properly stored off of the ground, protected from damage, loss, weather, vandalism, and theft in a manner acceptable to the Owner.
- 1.6.3 Forms:** The Contractor will submit a **Stored Material Request** prior to the established billing date. The Contractor must complete and sign LFUCG's **Agreement & Bill of Sale Certification for Stored Materials** before submitting any payment requests for stored materials. A fully executed **Agreement & Bill of Sale Certification for Stored Materials** naming the Lexington Fayette Urban County Government as purchaser and a guarantee of delivery and installation to the jobsite will be provided. **Item "C" of the Agreement & Bill of Sale Certification for Stored Materials** will list each item for which payment is requested. The

insurance certificate will have to state the exact amount of stored materials to be billed for that requisition period. These forms should be submitted to the LFUCG Project Manager.

- 1.6.4 **Inspections:** An LFUCG representative will have to physically inspect and photograph the material.
- 1.6.5 **Payments:** Payments for furniture and associated components stored off-site shall be for their substantiated cost exclusive of the amount necessary to load, transport, unload, and install these materials from their storage location to the jobsite, less the standard retainage as required by the purchase agreement.
- 1.6.6 **Insurance:** Contractor shall provide “all-risk” property insurance as evidenced by a separate certificate of insurance covering the material upon which payment is being made on an agreed amount, replacement cost basis. Such policy shall cover at a minimum any loss to the material due to theft, fire, flood, earthquake, collapse, and windstorm while the material is at an approved storage location. Any material stored off site must carry additional insurance (All Risk Rider) stating the LFUCG as insured.

Article 2 – Evaluation of Project Premises

- 2.1 **LFUCG: Replacement Senior Citizen Center, located at: 195 Life Lane, Lexington, KY 40502**
- a. The delivery is to be made through the south and east entrances to the building which will be a maximum 220 foot push distance to installation point. The facility does have an elevator. Dealer is to provide their own Forklift and Certified Operator as needed, but be aware that all interior doors are 84” in height.
 - b. All floors and walls are to be fully protected; bidder will be liable for repairs.
 - c. All deliveries and installation is to take place during normal business hours and shall be coordinated with the General Contractor for the building project.
 - d. Upon acceptance of order, please indicate duration of delivery and installation for the entire project.
 - e. Waste management and recycling shall be performed in accordance with the attached Construction Waste Management specification.
 - f. The project site is to be left vacuumed and all furniture is to be wiped free of dust and dirt.

Article 3 – Submission of Bids

- 3.1 Please submit 1 hard copy of your proposal Director, Division of Central Purchasing, 200 East Main Street, Lexington, KY 40507 by 2:00 PM, Tuesday, September 2, 2014. Your proposal is to include the following:
- a. Bid Form
 - b. Bid Tabulation Form
 - c. Detailed Line Item Specifications to include Manufacture, Model / Product #, Description, Unit and Extended Price (tagged by Legend Item)
- 3.2 Your proposal may not be withdrawn after the scheduled due date and time and will be **valid for a period of one-hundred and eighty (180) days** there from.

**END OF INVITATION TO BID
INSTRUCTIONS TO BIDDERS**

Article 1 – Definitions

- 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Invitation to Bid, Instructions to Bidders, the bid tabulation form and other sample bidding and contract forms. The proposed Contract Documents consist of the Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- 1.2 Addenda are written or graphic instruments issued by the Architect/Interior Designer prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.3 A Bid is a complete and properly signed proposal to do Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.4 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- 1.5 A Unit Price is an amount stated in the Bid as a price per unit for materials, furniture, furnishings, equipment, storage, or services described in the Bidding Documents.
- 1.6 A Bidder is a person or entity who submits a Bid.

Article 2 – Bidders Representative

- 2.1 The Bidder by making a Bid represents that:
- 2.2 The bidder has read and understands the bidding documents, contract documents and drawings.
- 2.3 The bidder has reviewed the project premises, or, if not yet constructed has reviewed the documents pertaining thereto, has become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Documents.
- 2.4 The bid is based upon the materials, furniture, furnishings and equipment and services required by the Bidding Documents.

Article 3 – Bidding Documents

- 3.1 Bidders may obtain additional copies (above and beyond the original copy provided) of the Bidding Documents from the office of EOP Architects.
- 3.2 Bidders shall use complete set of Bidding Documents in preparing bids; the Owner does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

INSTRUCTIONS TO BIDDERS CONTINUED

- 3.3 **Substitutions will not be considered prior to bid submission.** If substitutions from the Basis of Design are included in the bid, sufficient information must be presented in the supporting bidding documents to judge and approve or reject substitutions. The owner reserves the right to approve or reject substitutions prior to award.
- 3.4 Written revisions (addenda) will be issued as necessary. Addenda shall be acknowledged on the Bid form by number and date and shall become a part of the Contract Documents. The last day for questions to be addressed in the addenda is August 21, 2014.
- 3.5 Submission of Bids signifies careful examination of the Contract Documents and complete understanding of the nature, extent and location of the work performed.

Article 4 – Bidding Procedures**4.1 Submit the following:**

- a. Bid Form
 - b. Bid Tabulation Form
 - c. Detailed specifications (organized and Tagged by Legend Item) including manufacture, item or model numbers, product description, finish options, price per unit, and extended price.
- 4.2 Product Examples: Supply physical samples of the following items for LFUCG to preview and evaluate prior to award IF THEY REPRESENT A DEVIATION FROM THE BASIS OF DESIGN. Samples may be previewed at your showroom BUT must represent the exact brand and model being bid.):
C1A.01
C1A.03
C2A.01
C4A
O1A.01
T1
- 4.3 The Form of Proposal and Bid Tabulation Form is not to be modified in any way.
- 4.4 Proposals shall be clearly written without erasures or deletions
- 4.5 Conflicts and clarifications regarding the drawings and specifications shall be submitted to either to <https://lfucg.economicengine.com> or to Theresa Maynard, Buyer Senior at theresa@lexingtonky.gov in writing no later than 2:00 pm local time on August 21, 2014.
- 4.6 Clarifications and questions regarding the bidding process shall be submitted to Theresa Maynard, Buyer Senior at theresa@lexingtonky.gov in writing no later than 2:00 pm local time on August 21, 2014.
- 4.7 Each copy of the Bid shall include the legal name of the Bidder and that the Bidder is a sole proprietor, partnership, corporation, or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract.
- 4.8 Basis of competitive proposals shall be based on the specifications detailed and included in this document.

INSTRUCTIONS TO BIDDERS CONTINUED

Article 5 – Considerations of Bids

- 5.1 The Owner reserves the right to disqualify bids from bidders not deemed to be qualified; the right to disqualify bids deemed to be incomplete, unresponsive, or irresponsible, and the right to waive defects in bids where such defects are not deemed significant; and the right to reject all bids. Bidders are encouraged to carefully read the entire bid package.
- 5.2 The Owner will award the Bid after September 2, 2014. Successful bidder is to work closely with the Owner to expedite the specification / ordering process. It is LFUCG's desire to have products received in December of 2015.

Article 6 – Post-bid Information

- 6.1 The Bidder shall, as soon as practical after notification of selection for award of Contract, furnish to the Owner through the Architect/Interior Designer in writing:
- a. A designation of the Work to be performed with Bidder's own forces;
 - b. Names of the manufacturers of furniture, furnishings, equipment and materials proposed for the Work; and
 - c. Names of persons or entities (including those performing delivery and installation on the premises) proposed for the principal portion of the Work.

Article 7 – Performance and Payment Bond

- 7.1 **A Performance and Payment Bond in the amount of one hundred percent (100%) of the total awarded contract is due upon written notification of bid award.**
- 7.2 **The cost of the Performance and Payment Bond is to be individually listed on the Bid Forms.**

END OF INSTRUCTIONS TO BIDDERS

BID FORM: CLASSROOM/ MULTIPURPOSE**Date:** September 2, 2014**To:** Lexington-Fayette Urban County Government, Purchasing Department
200 E Main St, Room 338
Lexington, KY 40507**Re:** Replacement Senior Citizen Center
Furniture Package**From:**Name of Bidder: David WareLegal Business Name: CG ConceptsBusiness Street Address: 2331 Fortune Drive, Suite 290City: Lexington State: KY Zip Code: 40509Phone: 859-294-9328Fax: 859.299.2467Email: dware@cgconcepts.net**To Bidders:**

The Bidder, in compliance with the Invitation to Bid for Furniture and Furnishings and declares that this Bid is made, without collusion with any other person, firm or corporation; having examined the Bid Documents prepared by EOP Architects and all related documents and being familiar with the project site including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, transportation, superintendence, perform all work, and provide all services as necessary to meet the proposed schedules and to construct all work (including trash removal and disposal) in the Bid Sections stated in accordance with the Bid Documents for the amount stated below. These prices are to cover all expenses incurred in performing work required for this Bid under the Bid Documents.

All Bidders shall thoroughly examine the bid documents and shall be prepared to accept same with NO CHANGE ORDER, except where due to changes in scope. Any Bid received incomplete will not be considered during Bid Evaluation.

Total Bid Amount\$ 182,308.92 Amount in words One Hundred Eight Two Thousand Three Hundred Eight Dollars and Seventy Cents**Broken down as follows:**

Product Subtotal:	\$ <u>179,614.70</u>
Freight	\$ <u>0</u>
Fuel Surcharge	\$ <u>0</u>
Sales Tax	\$ <u>0</u>
Storage	\$ <u>0</u>
Delivery and Installation	\$ <u>0</u>

Cost of Performance and Payment Bond if awarded this contract\$ 2,694.22 Amount in words Two Thousand Six Hundred Ninety Four Dollars and Twenty Two Cents**END BID FORM**

LFUCG Bid #113-2014 Page 8

BID TABULATION FORM: CLASSROOM/ MULTIPURPOSE

Item #	Label	Description	Qty	Unit Price	Total Price
1.	C2A.01	Multipurpose stacking chair w/ arms	198	\$ 236.71	\$ 46,868.58
2.	C2A.02	Multipurpose stacking chair w/o arms	80	\$ 208.74	\$ 16,669.20
3.	C2A.03	Multipurpose stacking chair	20	\$ 304.28	\$ 6,085.60
4.	C2A.04	Multipurpose staking chair w/ tablet arm	44	\$ 311.60	\$ 13,710.40
5.	C3A	Bariatric 30" chair	19	\$ 480.68	\$ 9,132.92
6.	C3B	Bariatric 30" chair w/ tablet arm	4	\$ 837.68	\$ 3,348.24
7.	SC	Stacking cart	30	\$ 221.64	\$ 6,649.20
8.	T1	Multipurpose folding table	28	\$ 1,730.20	\$ 48,445.60
9.	T2.A	Round café table	8	\$ 538.05	\$ 4,304.40
10.	T2.C	Rectangular flip table	12	\$ 743.78	\$ 8,925.36
11.	T2A.02	Rectangular flip table	24	\$ 643.55	\$ 15,445.20
12.		Total Purchase Price			\$ 179,614.70
13.		Daily Storage Rate for delayed delivery and installation			\$ 0 /Day

END OF BID TABULATION FORM

BID FORM: LOUNGE**Date:** September 2, 2014**To:** Lexington-Fayette Urban County Government, Purchasing Department
200 E Main St, Room 338
Lexington, KY 40507**Re:** Replacement Senior Citizen Center
Furniture Package**From:**Name of Bidder: David WareLegal Business Name: CG ConceptsBusiness Street Address: 2331 Fortune Drive

Suite 290

City: Lexington State: KY Zip Code: 40509Phone: 859-294-9328Fax: 859.299.2467Email: dware@cgconcepts.net**To Bidders:**

The Bidder, in compliance with the Invitation to Bid for Furniture and Furnishings and declares that this Bid is made, without collusion with any other person, firm or corporation; having examined the Bid Documents prepared by EOP Architects and all related documents and being familiar with the project site including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, transportation, superintendence, perform all work, and provide all services as necessary to meet the proposed schedules and to construct all work (including trash removal and disposal) in the Bid Sections stated in accordance with the Bid Documents for the amount stated below. These prices are to cover all expenses incurred in performing work required for this Bid under the Bid Documents.

All Bidders shall thoroughly examine the bid documents and shall be prepared to accept same with NO CHANGE ORDER, except where due to changes in scope. Any Bid received incomplete will not be considered during Bid Evaluation.

Total Bid Amount\$ 52,928.23 Amount in words Fifty Two Thousand Nine Hundred Twenty Eight Dollars and Twenty Three Cents**Broken down as follows:**

Product Subtotal:	\$ <u>49,492.98</u>
Freight	\$ <u>914.02</u>
Fuel Surcharge	\$ <u>0</u>
Sales Tax	\$ <u>0</u>
Storage	\$ <u>0</u>
Delivery and Installation	\$ <u>0</u>

Cost of Performance and Payment Bond if awarded this contract\$ 2,520.39 Amount in words Two Thousand Five Hundred Twenty Dollars and Thirty Nine Cents**END BID FORM**

BID TABULATION FORM: LOUNGE

Item #	Label	Description	Qty	Unit Price	Total Price
1.	BN-1	Bench	3	\$ 875.90	\$ 2,627.70
2.	C1A.01	Lounge seat	19	\$ 822.46	\$ 15,626.74
3.	C1A.02	Lounge seat w/ tablet arms	8	\$ 1,355.70	\$ 10,845.60
4.	C1A.03	Side chair	40	\$ 301.67	\$ 12,066.80
5.	T2.B	Square table	10	\$ 437.63	\$ 4,376.30
6.	T9	Side table	5	\$ 569.48	\$ 2,847.40
7.	TB7	Flip table	8	\$ 137.91	\$ 1,103.28
8.		Total Purchase Price			\$ 50,407.84
9.		Daily Storage Rate for delayed delivery and installation			\$ 0 /Day

END OF BID TABULATION FORM

BID FORM: OFFICE**Date:** September 2, 2014**To:** Lexington-Fayette Urban County Government, Purchasing Department
200 E Main St, Room 338
Lexington, KY 40507**Re:** Replacement Senior Citizen Center
Furniture Package**From:**Name of Bidder: David WareLegal Business Name: CG ConceptsBusiness Street Address: 2331 Fortune DriveSuite 290City: Lexington State: KY Zip Code: 40509Phone: 859-294-9328Fax: 859-299-2467Email: dware@cgconcepts.net**To Bidders:**

The Bidder, in compliance with the Invitation to Bid for Furniture and Furnishings and declares that this Bid is made, without collusion with any other person, firm or corporation; having examined the Bid Documents prepared by EOP Architects and all related documents and being familiar with the project site including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, transportation, superintendence, perform all work, and provide all services as necessary to meet the proposed schedules and to construct all work (including trash removal and disposal) in the Bid Sections stated in accordance with the Bid Documents for the amount stated below. These prices are to cover all expenses incurred in performing work required for this Bid under the Bid Documents.

All Bidders shall thoroughly examine the bid documents and shall be prepared to accept same with NO CHANGE ORDER, except where due to changes in scope. Any Bid received incomplete will not be considered during Bid Evaluation.

Total Bid Amount\$ 39,185.61 Amount in words Thirty Nine Thousand One Hundred Eight Five Dollars and Sixty One Cents**Broken down as follows:**

Product Subtotal:	\$ <u>38,606.51</u>
Freight	\$ <u>0</u>
Fuel Surcharge	\$ <u>0</u>
Sales Tax	\$ <u>0</u>
Storage	\$ <u>0</u>
Delivery and Installation	\$ <u>0</u>

Cost of Performance and Payment Bond if awarded this contract\$ 579.10 Amount in words Five Hundred Seventy Nine Dollars and Ten Cents**END BID FORM**

LFUCG Bid #113-2014 Page 12

BID TABULATION FORM: OFFICE

Item #	Label	Description	Qty	Unit Price	Total Price
1.	C4A	Task chair	17	\$ 380.25	\$ 6,464.25
2.	C4A.02	Side guest chair	14	\$ 281.78	\$ 3,944.92
3.	C4B.01	Task chair	27	\$ 602.98	\$ 16,280.46
4.	C4B.02	Task stool	2	\$ 661.41	\$ 1,322.82
5.	CRNDZA 01	Credenza	1	\$ 441.26	\$ 441.26
6.	CRNDZA 02	Credenza	1	\$ 388.15	\$ 388.15
7.	O1A.01	Expansion freestanding desk	8	\$ 233.99	\$ 1,871.92
8.	O1A.02	Desk work surface	14	\$ 380.31	\$ 380.31
9.	O2	Pedestal	11	\$ 195.15	\$ 2,146.65
10.	O3	Pencil Drawer	11	\$ 38.34	\$ 421.74
11.		Total Purchase Price			\$ 38,606.51
12.		Daily Storage Rate for delayed delivery and installation			\$ 0 /Day

END OF BID TABULATION FORM

SECTION 125000 – FURNITURE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplemental Conditions and Division 1 Specification Section, apply to this Section

1.2 SUMMARY

- A. This section includes furniture used in interior areas.

1.3 SUBMITTALS

- A. Product Data: For each type of furniture specified. Include details of construction relative to materials, dimensions of individual components, profiles, and finishes.
- B. Samples for Verification: One of the following products, in manufacture's standard sizes. Prepare samples from the same material to be used for the Work. Samples shall be provided at dealer showroom for owner and consultant review.
 - 1. Furniture Unit: Full Size, of same materials and finishes used for the Work.
 - 2. Exposed Finish: For Each color and texture required, at least 3 inches (80mm) square in size. Where finish involves color and texture variations, include Sample sets composed of 2 or more units showing the full range of variations expected.
 - 3. Upholstery Fabric: Full-Width-by-36-inches- (1000mm-) long Sample from dye lot to be used for the Work, with specified treatments applied. Show complete pattern repeat. Mark top and face of fabric.
- C. Product Schedule: Use same designations indicated on Drawings in preparing Loose Furniture Schedule.
- D. Maintenance Data: For furniture to include in the maintenance manuals specified in Division 1.

1.4 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: Provide seating identical to that tested per California Technical Bulletin by UL of another testing and inspecting agency acceptable to authorities having jurisdiction. Identify furniture with appropriate markings of applicable testing and inspecting agency.
- B. Furniture dealer and installer shall coordinate a punch list walkthrough of the project after installation. Furniture found to be defective, damaged, or incompatible with the accepted product, shall be repaired or replaced.

1.5 WARRANTY

- A. All fabrics included in furniture elements shall be warranted for a period of (5) five years.

- B. All furniture elements shall be warranted for a period of (10) ten years.

1.6 PROJECT CONDITION

- A. Proceed with installation only after completion of the other construction within affected spaces.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Coordinate the delivery of the product with the General Contractor. Do not deliver furniture until spaces to receive them clean, dry, and ready for installation.
- B. Protect furniture from damage during delivery, handling, storage, installation, and after installation.
- C. The manufacturer/dealer is responsible for temporary storage of all product until the time for delivery and installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. The Furniture Schedule uses named manufacturer's products to define the type, style, quality and performance characteristics of the desired products. Wherever "Basis-of-Design" is used to designate products, the following requirements apply for the product selection:
 - 1. Basis-of-Design Product: The design of each piece of furniture defined is based upon the product named. Subject to compliance with requirements, provide either the named product or a comparable product by other manufacturers. All substitutions are subject to approval by the Architect and Owner.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Furniture to be installed on the Drawings or as directed by the Owner or Architect, and in coordination with the General Contractor
- B. All the empty packaging and containers are to be removed from the premises. Recyclable packaging and containers are to be recycled per section 017419 "Construction Waste Management".

3.2 FURNITURE SCHEDULE

- A. See attached Furniture Schedule in the Drawings.

END OF SECTION 125000



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #3

Bid Number: **#113-2014**

Date: August 21, 2014


Subject: **Furniture for Replacement Senior Citizens Center**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid.

- **See accompanying DWG files for this bid package.**

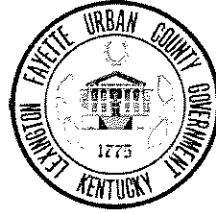

Todd Slatin, Director
Division of Central Purchasing

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 bid.

COMPANY: CGI CONCEPTS

ADDRESS: 2331 FORTUNE DRIVE, SUITE 290, LEXINGTON, KY 40509

SIGNATURE OF PROPOSER: 



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #4

Bid Number: **#113-2014**

Date: August 25, 2014

Subject: **Furniture for Replacement Senior Citizens Center**


Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid.

1.0 PURPOSE OF ADDENDUM:

- 1.1 The purpose of this Addendum is to clarify and/or revise the requirements of the construction documents produced by EOP Architects and consultants dated July 29, 2014 for the above noted project.
- 1.2 The Contractor shall be governed by this Addendum insofar as it applies to the work of each Sub-Contractor.
- 1.3 The Contractor shall acknowledge receipt of this Addendum and all other Addenda on the Form of Proposal at the time his price bid is presented.

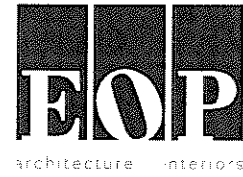

Todd Slatin, Director
Division of Central Purchasing

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 bid.

COMPANY: CGI CONCEPTS

ADDRESS: 2331 FORTUNE DRIVE, LEXINGTON, KY 40509, SUITE 290

SIGNATURE OF PROPOSER: 



August 25, 2014

Bid Number: 113-2014
Architect's Project Number: 201333

LFUCG Furniture for Replacement Senior Citizen Center
Lexington, Kentucky

ADDENDUM #003

ATTACHMENTS:

Specifications:

Drawings:

A9.00
A9.01
A9.01A
A9.01B
A9.01C
A9.01D
A9.02
A9.02A
A9.02B
A9.02C
A9.02D

1.0 PURPOSE OF ADDENDUM:

- 1.1 The purpose of this Addendum is to clarify and/or revise the requirements of the construction documents produced by EOP Architects and consultants dated July 29, 2014 for the above noted project.
- 1.2 The Contractor shall be governed by this Addendum insofar as it applies to the work of each Sub-Contractor.
- 1.3 The Contractor shall acknowledge receipt of this Addendum and all other Addenda on the Form of Proposal at the time his price bid is presented.

2.0 GENERAL NOTES

- 2.1 The owner, architect, or consultants will not make determinations on approved equals prior to bid. We encourage all manufacturers/providers who meet the project requirements to submit their bid. Any "or equals" noted by a vendor must include proof of equality in their bid submission.

- 2.2 Where furniture item frame finish is called out as "aluminum", brushed aluminum or similar powdercoat finish shall be acceptable.
- 2.3 Built-in counter heights are as follows:
- Café 109: 42"
 - Billiards 207: 42"
 - TV 206: 42"
 - Wellness 224, 225: 36"
- 2.4 Finish Floor Plans (A9 Series) are attached for reference only. Finish legend key is as follows:
- CF-1: Cork tile flooring
 - CPT-1: Walk-off mat carpet tile
 - FRT-XX: Flocked resilient tile (Basis of Design: Forbo Flotex)
 - LF-XX: Linoleum floor tile (Basis of Design: Forbo Marmoleum)
 - RSF-X: Resilient sheet flooring
 - SC-X: Sealed concrete
 - WF-XX: Wood strip flooring
- 2.5 The following pairs of furniture items should be provided from the same manufacturer and series, to ensure aesthetic and functional compatibility.
- 2.5.1 C2A.01 + C2A.03
 - 2.5.2 C2A.02 + C2A.04
 - 2.5.3 C4A + C4A.02
 - 2.5.4 C3A + C3B

3.0 FRONT END DOCUMENTS

- 3.1 Invitation to Bid, Article 1: add subsection 1.6.0 under section 1.6 "Storage of Furniture".

All contractors are to submit a lump sum price for each category of furniture requested in the bid forms. These lump sum prices shall be guaranteed by the contractor until the project has been completed. Should the awarded contractor decide to purchase the furniture before delivery is required, they will be responsible for all costs to store the furniture. Contractors should consider this in their bids.

If construction is delayed past the projected completion date and should that delay prevent the furniture from being delivered, set up, and installed, the contractor will be compensated for the storage of the furniture via a change order at the rate that is submitted on the bid forms.

In any case, Section 1.6.2 through 1.6.6 dictate what the requirements are for storage of the furniture whether at the expense of the owner or the contractor.

4.0 FURNITURE SPECIFICATIONS

4.1 Not applicable to this Addendum.

5.0 FURNITURE DRAWINGS

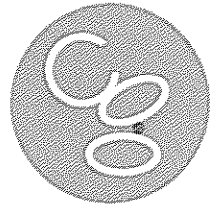
5.1 Sheet F2.0 – FURNITURE SCHEDULE: Revise MODEL for item T9 to be "861-T6

5.2 Sheet F2.0 – FURNITURE SCHEDULE: Item T1 does not require height adjustability.

5.3 Sheet F.20 – FURNITURE SCHEDULE: Revise MODEL for item C2A.02 to 971.UP

5.4 Sheet F.20 – FURNITURE SCHEDULE: Revise MODEL for item C4A.02 to 5651-MB-A130-G5. Delete "SILVER FRAME FINISH" from DESIGN CRITERIA. Provide Black frame as specified in Frame Color column.

END OF ADDENDUM #002



cg concepts.

**Written documentation of good faith effort for the
utilization of certified MBE/WBE's.**

Lina Hester

From: Marilyn Clark <mclark@lexingtonky.gov>
Sent: Tuesday, August 26, 2014 4:52 PM
To: Lina Hester
Subject: RE: Information on Minority Businesses
Attachments: LFUCG--Certified MWBE Transportation Services 8-2014.xls; LFUCG--Certified Temporary Labor 8-2014.xls

Hi Lina,
I am sorry for the delay. I was trying to find installers but was not successful. I am attaching lists for transportation companies and temporary labor companies that may have installers you could hire for this job.

You can also find links to the Kentucky DBE list and KY MWBE list online on my web page at www.lexingtonky.gov/MWBE

Best regards,
Marilyn Clark, CCDP
Minority Business Enterprise Liaison
LFUCG Division of Central Purchasing
200 East Main Street, Room 341
Lexington, KY 40507
859-258-3323
mclark@lexingtonky.gov
www.lexingtonky.gov/MWBE

From: Lina Hester [<mailto:lhester@cgconcepts.net>]
Sent: Monday, August 25, 2014 10:23 AM
To: Marilyn Clark
Subject: Re: Information on Minority Businesses

Hello Marilyn,

Could I get a list of drivers/installers. We are thinking it would be beneficial for us to use someone that can receive the product and delivery and unload on site. Since we are looking into 2015 for the Senior Citizens Center, we could also receive it and have someone pick up from our warehouse and deliver when the client is ready. For this project in particular, could we work with a furniture manufacturer that was minority owned?

Thank you, and sorry for the confusion.

Lina Hester
CG Concepts
New Account Development
2331 Fortune Drive, Suite 290
Lexington, KY 40509
859-294-9328 P
740-222-4105 C
859-299-2457 F
www.cgconcepts.net

On Aug 21, 2014, at 4:40 PM, "Marilyn Clark" <mclark@lexingtonky.gov> wrote:

Hi Lina,
I can send you a list of interior designers. I don't know exactly what you are looking for so just let me know.

Thanks,
Marilyn

From: Lina Hester [<mailto:lhester@cgconcepts.net>]
Sent: Thursday, August 21, 2014 3:57 PM
To: Marilyn Clark
Cc: Theresa Maynard; David Ware; Tristan Morgan
Subject: Information on Minority Businesses

Marilyn,

My name is Lina with CG Concepts. I have just briefly spoke to you on the phone and mentioned that we will be bidding on the Lexington Senior Citizens Center. We are interested in a list of businesses that are minority owned that we could work with now, and in the future.

Thank you and have a great day,

Lina Hester
CG Concepts
New Account Development
2331 Fortune Drive, Suite 290
Lexington, KY 40509
859-294-9328 P
740-222-4105 C
859-299-2457 F
www.cgconcepts.net

7 suppliers were found matching your search criteria
MWBE Classification: All MWBE's

Commodity/Service Category:
Transportation Services
Search Results

Company	Address1	City	State	Zip	Website	Contact	Title	Phone	Fax
Cohen's Investigations, LLC	169 E. Reynolds Road, 204B	Lexington	KY	40517		Nettie L Cohen	Owner	Phone: 859-971-0058	Fax: 859-226-0285
GeeMX Technologies	851 Woodlawn Road	Lincoln	IL	62656		Andrew	Stevens	Phone: 217-000-1811 Ext. 155	Fax: 217-000-1541
L & C Management, Inc.	163 East Main, Suite 404	Lexington	KY	40507		Charles Thomas	President	Phone: 859-621-2482	Fax: 859-264-0974
Liberty Transportation, Inc. DBA Team WorldWide	1348 Jamike Ave	Erlanger	KY	41018	www.teamww.com	Bobbie Mattis, Marty Mattis	SBLO	Phone: 859-282-0505	Fax: 859-837-8772
Messier & Associates Inc.	P.O. Box 21293	Louisville	KY	40221	www.messainc.com	Fernando Messier	CEO	Phone: 502-533-4573	Fax: 502-213-9040
Preferred Medical Network	309 Towne Park Circle Ste 100	Louisville	KY	40243	www.preferredmedical.net	Amy Wrightsel	Vice President of National Sales	Phone: 502-489-5233 Ext. 1214	Fax: 502-489-5045
Railroad Industries Incorporated	1575 Delucchi Ln., Ste. 210	Reno	NV	89502	www.railroadindustries.com	Anastacia Sullivan	Business Manager	Phone: 775-329-4855	Fax: 775-329-4844

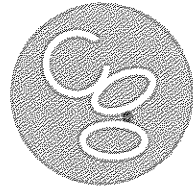
25 suppliers were found matching your search criteria
 MWBE Classification: All MWBE's

Commodity/Service Category: Temporary Labor

Search Results

Company	Address1	City	State	Zip	County	Website	Contact
ABEDNEGO CONSTRUCTION	1029 WEDGEWOOD DR	Lexington	KY	40514		abednegoconstruction@yahoo.com	Patrick Johnson
Advance Construction of KY,LLC	341 Preakness Drive	Lexington	KY	40516-9667			Keith Barbour
Business Information Technology Solutions.Com, Inc. (dba AE ClientSolv Technologies	8529 south park circle #260 7730 E. Belleview Ave, A-201	Orlando Englewood	FL CO	32819 80111		www.abtsolutions.com	Amanda Frank Sammy Damodharan
CMI Consulting, LLC	2808 Palumbo Drive, Suite 202	Lexington	KY	40509		www.cmiconsulting.com	Beverly Clemons
Cohen's Investigations, LLC	169 E. Reynolds Road, 204B	Lexington	KY	40517			Nettie L Cohen
Crown Services INC	800 Corporate Drive	Lexington	KY	40503		www.crownservices.com	Jeff Haselwood
Crown Services, Inc	2800 Corporate Exchange Dr, Suite 120	Columbus	OH	43231		www.crownservices.com	Karen Siravo
Exhibit Arts LLC	326 N. Athenian	Wichita	KS	67203		www.exhibitarts.net	Adam Tackett
GeeMX Technologies	851 Woodlawn Road	Lincoln	IL	62656			Andrew
HyperGen Inc.	356 Simmons Drive, Suite 101	Cloverdale	VA	24077		www.hypergeninc.com	Sonya Richbourg
iNovate Solution	2325 Dulles Corner Blvd, Suite 500	Herndon	VA	20171		www.inovatesolutions.com	Madhukar Mandapati
J.Y. Legner Associates	340 Evergreen Road	Louisville	KY	40243			Matt Linville
L & C Management, Inc.	163 East Main, Suite 404	Lexington	KY	40507			Charles Thomas
Messier & Associates Inc.	P.O. Box 21293	Louisville	KY	40221		www.messainc.com	Fernando Messier
OmniSource Staffing	3070 Lake Crest Circle	Lexington	KY	40513		www.osisupply.net	Greg Huelsman
People Plus, Inc	2551 Richmond Road, Suite 8	Lexington	KY	40509		www.peopleplusinc.com	Amanda Huddleston
Precision Staffing	2350 Sterlington Rd	Lexington	KY	40517		www.precisionstaffing.net	Kathy O'Daniel
Precision Staffing, Inc.	2350 Sterlington Rd.	Lexington	KY	40517		www.precisionstaffing.net	Kathy O'Daniel
Premier Staffing Source, Inc.	4640 Forbes Blvd., Suite 200A	Lanham	MD	20706		www.premierstaffingsource.com	Myrna Cooks
RADgov Inc	6750 N. Andrews Ave., Suite 200	Fort Lauderdale	FL	33309			Paul Archer
The Building Performance Center LLC	P.O. Box	New Orleans	LA	70174		www.BPCNola.com	Aldolphus Wilson Sr
Tipton Staffing, A Division of The Patty Tipton Company	340 Legion Drive, Suite 10	Lexington	KY	40504		www.thepattytiptoncompany.com	Candy Peck
Trimen Solutions, LLC	332 West Broadway, Suite 605	Louisville	KY	40202		www.trimensolutions.com	Shaun Spencer
Utech Solutions, Inc	10 Exchange Place, Suite 1820	Jersey City	NJ	7302		www.ustechsolutions.com	Amanda Wilson

Title	Phone	Fax	Email
General Contacter	Phone: 859-312-0924	Fax: 859-224-8900	abednegoconstruction@yahoo.com
DIRECTOR OF OPERATIONS	Phone: 859-361-6452	Fax: 859-971-0754	Adv.kyconstruction@gmail.com
ABTSolutions	Phone: 407-363-0024 Ext. 105	Fax: 471-363-7471	afrank@abtsolutions.com
Manager	Phone: 303-300-1024	Fax: 303-300-1029	sammy@clientsolv.com
Managing Member / President	Phone: 859-296-2800	Fax: 859-296-2801	beverly@cmiconsulting.com
Owner	Phone: 859-971-0058	Fax: 859-226-0285	truthjust4you@aol.com
Manager	Phone: 859-223-4286	Fax: 859-223-1475	j.haselwood@crownservices.com
Business Development Manager	Phone: 614-844-5429	Fax: 614-844-6359	ksiravo@crownservices.com
Sales	Phone: 316-264-2915	Fax: 316-262-9176	adam@exhibitarts.net
Stevens	Phone: 217-000-1811 Ext. 155	Fax: 217-000-1541	andrews.steve@gmx.com
Recruiter	Phone: 800-497-3744 Ext. 350	Fax: 540-992-6563	richbourgs@hypergeninc.com
CEO	Phone: 703-598-5870	Fax: 866-673-4506	mmandapati@inovatesolutions.com
CFO	Phone: 502-585-9000 Ext. 3009	Fax: 502-585-9011	mlinville@jyla.com
President	Phone: 859-621-2482	Fax: 859-264-0974	CThomasbuilder@aol.com
CEO	Phone: 502-533-4573	Fax: 502-213-9040	fermessier@messainc.com
Bus. Dev. Exec.	Phone: 502-424-0551	Fax: 859-224-0409	ghuelsman@osisupply.com
Vice President	Phone: 859-246-1400	Fax: 859-263-0634	ahuddleston@peopleplusinc.com
President	Phone: 859-272-2030 Ext. 228	Fax: 859-273-9106	lexpsi@precisionstaffing.net
President	Phone: 859-272-2030 Ext. 223	Fax: 859-273-9106	lexpsi@precisionstaffing.net
President/CEO	Phone: 301-306-0774 Ext. 19	Fax: 866-723-1338	mcooks@premierstaffingsource.com
Business Manager	Phone: 954-938-2800	Fax: 954-938-2004	gvtjobs@radgov.com
COO	Phone: 504-261-0278	Fax: 504-575-3117	al@bpcnola.com
Vice President	Phone: 859-389-6706	Fax: 859-389-6782	tiptonstaffing@yahoo.com
Owner	Phone: 502-365-2747	Fax: 999-999-9999	shaun@trimensolutions.com
Sr.Account Manager	Phone: 201-524-9600 Ext. 307	Fax: 201-524-9601	Amanda@ustechsolutions.com



Lexington Senior Center Furniture

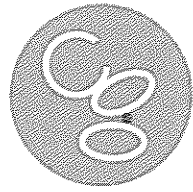
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Item	Qty.	Product		Price	Extended
BN-1					
1	3	4992		List: \$1,475.00	\$4,425.00
	ARD	4992 Haven Two-Seat Bench		Sell: \$875.90	\$2,627.70
		Upholstery Selection	G4	GRD: Upholstery Grade 4	
		Grade 4 Fabric Upholstery Selection	(SP4)	Special Upholstery Grade 4	
			TOR	TBD	
		Beech Leg Finish	12	Leg Finish: 12 Natural Beech	
		Haven Option	*****	Options Complete	
C1A.01					
2	19	4910-PA		List: \$1,385.00	\$26,315.00
	ARD	4910-PA Haven Guest Chair, Panel Arm		Sell: \$822.46	\$15,626.74
		Beech Frame Finish Selection	12	Frame Finish: 12 Natural Beech	
		Haven Arm Cap Selections	W	Arm Cap: Wood	
		Haven Arm Cap Wood Finishes	12	Arm Cap Finish: 12 Natural Beech	
		Upholstery Selection	G4	GRD: Upholstery Grade 4	
		Grade 4 Fabric Upholstery Selection	(SP4)	Special Upholstery Grade 4	
			TOR	TBD	
		Haven Options	*****	Options Complete	
C1A.02					
3	8	4971		List: \$2,283.00	\$18,264.00
	ARD	4971 Haven Lounge Chair, Upholstered Arm		Sell: \$1,355.70	\$10,845.60
		Upholstery Selection	G4	GRD: Upholstery Grade 4	
		Grade 4 Fabric Upholstery Selection	(SP4)	Special Upholstery Grade 4	
			TOR	TBD	
		Beech Leg Finish	12	Leg Finish: 12 Natural Beech	
		Haven Arm Cap Selection	W	Arm Cap: Wood (-W)	
		Haven Wood Arm Cap Selection	12	Arm Cap Finish: 12 Natural Beech	
		Power Port Selection	---	No Power Port	
		Haven Options	TAR	OPT: TAR - Rotating Tablet, Right (as seated)	
		Haven Tablet Selection	(TABW)	Tablet: Wood	
		Haven Wood Tablet Finish	12	Tablet Finish: 12 Natural Beech	
		Haven Options	*****	Options Complete	
C1A.03					
4	40	540		List: \$508.00	\$20,320.00

Thank you for your continued interest in CG Concepts!



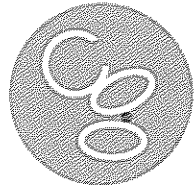
Lexington Senior Center Furniture

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Item	Qty.	Product	Price		
			Unit	Extended	
WN		Westin Nielsen Basico Wood Guest Chair	<i>Sell</i> :	\$301.67	\$12,066.80
C2A.01					
5	198	NVRGCKS	<i>List</i> :	\$550.00	\$108,900.00
TEK		Variable Stacking Guest Chair, Four-Leg w/Glds Soft, Integrated Arms w/Caps, Sngl Uph, Seat & Back	<i>Sell</i> :	\$233.79	\$46,290.42
		Variable Seat Finishes	~F07	Fabric Grade 7	
		Seating Fabric Grade 7	~4	Pebble	
		Pebble, Seating Fabric	GA60	50	
		Frame Finish	7	Platinum	
		Plastic Shell Finish	7F	Ebony	
		Plastic Arm Finish	YN	Platinum Grey	
		Bookrack	0	No Bookrack	
C2A.02					
5	80	NVRGCNS	<i>List</i> :	\$485.00	\$38,800.00
TEK		Variable Stacking Guest Chair, Four-Leg w/Glds Soft, No Arms, Sngl Uph, Seat & Back	<i>Sell</i> :	\$206.16	\$16,492.80
		Variable Seat Finishes	~F07	Fabric Grade 7	
		Seating Fabric Grade 7	~4	Pebble	
		Pebble, Seating Fabric	GA60	50	
		Frame Finish	7	Platinum	
		Plastic Shell Finish	7F	Ebony	
		Bookrack	0	No Bookrack	
		Tablet Option	N	No Tablet	
C2A.03					
7	20	NVRSBBKS	<i>List</i> :	\$707.00	\$14,140.00
TEK		Variable Stool, Four-Leg w/Glds Hard, Bar Hght, Intgrtd Arms w/Caps, Sngl Uph, Seat & Back	<i>Sell</i> :	\$300.52	\$6,010.40
		Variable Seat Finishes	~F07	Fabric Grade 7	
		Seating Fabric Grade 7	~4	Pebble	
		Pebble, Seating Fabric	GA60	50	
		Frame Finish	7	Platinum	
		Plastic Shell Finish	7F	Ebony	
		Plastic Arm Finish	YN	Platinum Grey	
C2A.04					



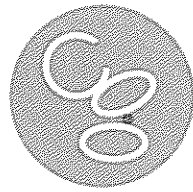
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			Price	
Item	Qty.	Product	Unit	Extended
8	39	NVRATR	<i>List :</i> \$174.00	\$6,786.00
	TEK	Variable Tablet for Stacking Guest Chair, Right-Handed	<i>Sell :</i> \$73.96	\$2,884.44
		Frame Finish	C	Chrome
		Tablet Surface Finish (Compact Laminate)	N5	Very White
C2A.04				
9	5	NVRATL	<i>List :</i> \$174.00	\$870.00
	TEK	Variable Tablet for Stacking Guest Chair, Left-Handed	<i>Sell :</i> \$73.96	\$369.80
		Frame Finish	C	Chrome
		Tablet Surface Finish (Compact Laminate)	N5	Very White
C2A.04				
10	44	NVRGCKS	<i>List :</i> \$550.00	\$24,200.00
	TEK	Variable Stacking Guest Chair, Four-Leg w/Glds Soft, Integrated Arms w/Caps, Sngl Uph, Seat & Back	<i>Sell :</i> \$233.79	\$10,286.76
		Variable Seat Finishes	~F07	Fabric Grade 7
		Seating Fabric Grade 7	~4	Pebble
		Pebble, Seating Fabric	GA60	50
		Frame Finish	7	Platinum
		Plastic Shell Finish	7F	Ebony
		Plastic Arm Finish	YN	Platinum Grey
		Bookrack	0	No Bookrack
C3A				
11	19	GC2180	<i>List :</i> \$986.00	\$18,734.00
	GLB	GC COMET-Bariatric Single Lounge Chair w/round tube steel frame (for users up to 500 lbs.)	<i>Sell :</i> \$474.74	\$9,020.06
		FINISHES	~07	GRADE 07
		GRADE 07	~GPM7	GPM GR7
		GPM GR7	GPM7	1-GPM GR7
			TOR	TBD
		FRAME/EDGE	BK	F-BLACK
		ARMCAP OPTION (REQ)	BLO	M-BLACK ARMREST
		MOISTURE BARRIER (OPT)	~	(STD)
		WHITE GLIDE (OPT)	~	(STD)
C3B				



Lexington Senior Center Furniture

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Item	Qty.	Product		Price	Unit	Extended
12	4	8055-L				
		ENC 8055-L Cielo Freestanding Pull-Up Table, Laminate Top	List :		\$674.00	\$2,696.00
			Sell :		\$351.98	\$1,407.92

Laminate Top Selections FOR459 Laminate Top: Formica 459-58 Brite White
 Frame Finish Selection STD Frame Finish: Standard Color (TBD)
 Options Available ***** Options Complete

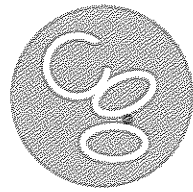
C3B						
13	4	GC2180				
		GLB GC COMET-Bariatric Single Lounge Chair w/round tube steel frame (for users up to 500 lbs.)	List :		\$986.00	\$3,944.00
			Sell :		\$474.74	\$1,898.96

FINISHES ~07 GRADE 07
 GRADE 07 ~GPM7 GPM GR7
 GPM GR7 GPM7 1-GPM GR7
 TOR TBD
 FRAME/EDGE BK F-BLACK
 ARMCAP OPTION (REQ) BLO M-BLACK ARMREST
 MOISTURE BARRIER (OPT) ~ (STD)
 WHITE GLIDE (OPT) ~ (STD)

C4A						
14	17	6321-8				
		GLB VION-HB Weight Sensing Synchro - Tilterer	List :		\$780.00	\$13,260.00
			Sell :		\$375.56	\$6,384.52

FINISHES ~07 GRADE 07
 GRADE 07 ~GPM7 GPM GR7
 GPM GR7 GPM7 1-GPM GR7
 TOR TBD
 ARM AS A-(STD) AS ARM BLACK W/WA PLT
 FRAME/EDGE BK F-(STD) BLACK
 CASTER/KEYS (OPT) C1 C-(STD) 2" DUAL-WHL CASTOR - BLCK
 LUMBAR SUPPORT (OPT) ~ (STD)
 CYLINDER OPTION (OPT) ~ (STD)
 FOAM OPTION (OPT) ~ (STD)
 MESH BACK OPTION (REQ) MS69 M-MESH - BLACK
 PACKAGING (OPT) ~ (STD)

C4A.02						
15	14	6325				
			List :		\$578.00	\$8,092.00



Lexington Senior Center Furniture

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Item	Qty.	Product		Price	Extended
GLB		VION-ArmChair w/Mesh Back	<i>Sell:</i>	\$278.30	\$3,896.20

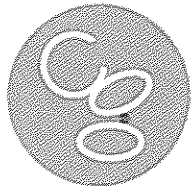
FINISHES	~07	GRADE 07
GRADE 07	~SPC7	SPECIAL GR7
SPECIAL GR7	SPC7	1-SPECIAL GR7
	TOR	TBD
FRAME/EDGE	BK	F-(STD) BLACK
GLIDE OPTION (OPT)	B	M-CUSHION GLIDE
MESH BACK OPTION (REQ)	MS69	M-MESH - BLACK

C4B.01					
<i>16</i>	27	L111	<i>List:</i>	\$1,135.00	\$30,645.00
HUM		Liberty Chair, Task Chair, Height Adjustable Duron Arms	<i>Sell:</i>	\$595.53	\$16,079.31

Frame Color	B	Black w/ Black Plastic Component
Back Mesh Style	M	Monofilament Stripe
Mesh Color	10	Black
Seat Textile	G	Squiggle, Horizontal
Squiggle, Horizontal	106	Ash
Leather Stitch Option	-	No Leather Selected
Seat Pan	~	Standard Foam Seat Pan
Cylinder Option	~	Std 5" Cylinder
Casters Option	~	Std Hard Casters
Fire Proofing Option	~	Std Foam and Plastics
Base Color Option	~	Std Base Caps (Will Match Frame Color)

C4B.02					
<i>17</i>	2	L111	<i>List:</i>	\$1,245.00	\$2,490.00
HUM		Liberty Chair, Task Chair, Height Adjustable Duron Arms	<i>Sell:</i>	\$653.25	\$1,306.50

Frame Color	B	Black w/ Black Plastic Component
Back Mesh Style	M	Monofilament Stripe
Mesh Color	10	Black
Seat Textile	G	Squiggle, Horizontal
Squiggle, Horizontal	106	Ash
Leather Stitch Option	-	No Leather Selected
Seat Pan	~	Standard Foam Seat Pan
Cylinder Option	F	High 8" Cylinder with 18" Foot Ring
Casters Option	~	Std Hard Casters



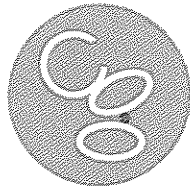
Lexington Senior Center Furniture

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Item	Qty.	Product		Price	Extended
		Fire Proofing Option	~	Std Foam and Plastics	
		Base Color Option	~	Std Base Caps (Will Match Frame Color)	
CRDNZA 02					
<i>18</i>	1	ULSE1660		<i>List :</i> \$1,269.00	\$1,269.00
	TEK	Low Double Sliding Door Credenza (Elevated), 16"d x 60"w		<i>Sell :</i> \$383.36	\$383.36
		Pull Finish	7	Platinum	
		Case, Back & Front Finish	~Source	Source Lam Case	
		Source Laminate	XQ	Walnut Cathedralgrain	
		Back Finish	~Source	Source Lam Back	
		Source Laminate	XQ	Walnut Cathedralgrain	
		Front Finish	~SrcLam	Source Laminate Front	
		Source Laminate	XQ	Walnut Cathedralgrain	
		FootFinish	7	Platinum	
		Foot Type	A	Angled Foot	
		Electrical Cutout	NN	None	
		Key	K	Key Alike	
CRNDZA 01					
<i>19</i>	1	RSCLLHS2048		<i>List :</i> \$1,151.00	\$1,151.00
	TEK	Freestanding Credenza - Lateral Files, High, Single-Sided, 20"d x 48"w		<i>Sell :</i> \$435.81	\$435.81
		Worksurface Finish	~A	Foundation Laminates	
		Foundation Laminate	RV	Very White	
		Edge Trim Style	6	Straight Trim	
		Edge Trim Finish	SS	Very White	
		Case and Gable Finish	XG	Very White	
		Drawer Front & Back Finish	~X	Source Laminate	
		Source Laminate	XG	Very White	
		Edge Trim Finish	SS	Very White	
		Pull Style	9	Rectilinear	
		Foundation, Mica & Accent Colors	~Mica	Mica Colors	
		Mica Colors	7	Platinum (Satin)	
		Cable Pass-Through/Grommet	N	Without Grommet	
		Key Style	K	Key Alike	
O1A 01					
<i>20</i>	8	TLFP		<i>List :</i> \$38.00	\$304.00



Lexington Senior Center Furniture

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Item	Qty.	Product	Price		
			Unit	Extended	
TEK		Flush Plate	<i>Sell:</i>	\$11.48	\$91.84
O1A.01					
21	8	BWWOS24	<i>List:</i>	\$301.00	\$2,408.00
TEK		Frame Leg - Open, 29"h, 24"d	<i>Sell:</i>	\$113.98	\$911.84
		Frame Finish ~Foundat Foundation Colors			
		Foundation Colors G Grey (Satin)			
O1A.01					
22	8	BDMPH24060N	<i>List:</i>	\$279.00	\$2,232.00
TEK		Primary Worksurface, 24"d x 60"w, No Grommet - High Secondary Desk (1" WS)	<i>Sell:</i>	\$105.64	\$845.12
		Support Style (Not Included) W Frame Leg			
		Source Laminate XG Very White			
		Trim Style 6 Straight Trim			
		Edge Trim Finish SS Very White			
		Hardware Finish ~Foundat Foundation Colors			
		Foundation Colors G Grey (Satin)			
O1A.02					
23	14	BDMDWO3072N	<i>List:</i>	\$992.00	\$13,888.00
TEK		Fresstanding Desk with Frame Legs, 30"d x 72"w, No Grommet - Open (1" WS)	<i>Sell:</i>	\$375.62	\$5,258.68
		Source Laminate XG Very White			
		Trim Style 6 Straight Trim			
		Edge Trim Finish SS Very White			
		Frame Finish ~Foundat Foundation Colors			
		Foundation Colors G Grey (Satin)			
O2					
24	11	LPFNFF1815D1A	<i>List:</i>	\$638.00	\$7,018.00
TEK		Pedestal, File, File, 18"d x 15"w, Metal Front, Full Pull	<i>Sell:</i>	\$192.74	\$2,120.14
		Finish Colors ~Gr1 Filing & Storage Grade 1			



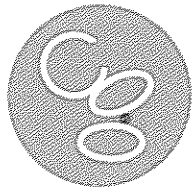
Lexington Senior Center Furniture

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Item	Qty.	Product		Price	Extended
			Grade 1	~Satin	Satin Colors
			Satin Colors	52	Ebony
			Key	K	Key Alike
			Worksurface Supporting	2	No
			Counterweight\Casters Options	W2	Counterweight Only
O3					
25	11	BRAX05		<i>List :</i>	\$100.00
	TEK	Center Pencil Drawer		<i>Sell :</i>	\$37.86
					\$1,100.00
					\$416.46
SC					
26	30	NVRAW		<i>List :</i>	\$515.00
	TEK	Variable Dolly for Guest Chair		<i>Sell :</i>	\$218.90
					\$15,450.00
					\$6,567.00
			Dolly Finish	E	Ebony (Satin)
T1					
27	28	GYT2 48RD BN		<i>List :</i>	\$3,280.00
	Hi5	Hi5 Gateway Series 48" Round Beam Nesting Table		<i>Sell :</i>	\$1,708.84
					\$91,840.00
					\$47,847.52
T2.A					
28	8	GYX1 30RD N		<i>List :</i>	\$1,020.00
	Hi5	Hi5 Gateway Series 30" Round Nesting Table		<i>Sell :</i>	\$531.41
					\$8,160.00
					\$4,251.28
T2.B					
29	10	GYX1 36SQ S		<i>List :</i>	\$840.00
	Hi5	Hi5 Gateway Series 36" Square Stationary Table		<i>Sell :</i>	\$437.63
					\$8,400.00
					\$4,376.30
T2.C					
30	12	GYT1 3060RE N		<i>List :</i>	\$1,410.00
	Hi5	Hi5 Gateway Series 30"x60" Rectangle Nesting Table		<i>Sell :</i>	\$734.59
					\$16,920.00
					\$8,815.08



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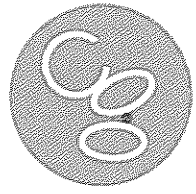
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Item	Qty.	Product	Price		
			Unit	Extended	
T2A.02					
31	24	GYT1 1860RE N	<i>List:</i>	\$1,220.00	\$29,280.00
	Hi5	Hi5 Gateway Series 18"x60" Rectangle Nesting Table	<i>Sell:</i>	\$635.60	\$15,254.40
T9					
32	5	495-181820	<i>List:</i>	\$959.00	\$4,795.00
	ARD	495-181820 Haven Square Table, Wood Top	<i>Sell:</i>	\$569.48	\$2,847.40
<p>Beech Top Selection L Laminate Top Beech Laminate Top Finish CF Top Finish: Custom Formica TOR TBD Beech Edge Finish 12 Edge Finish: 12 Natural Beech Beech Leg Finish Selections 12 Leg Finish: 12 Natural Beech</p>					
TB7					
33	8	PT3072-PL	<i>List:</i>	\$284.97	\$2,279.76
	PSF	PS Furniture POLYLITE Lightweight Folding Plastic Banquet Table 30"x72"x30"	<i>Sell:</i>	\$137.91	\$1,103.28
<p>Freight <i>List:</i> \$914.02 \$914.02 <i>Sell:</i> \$914.02 \$914.02</p>					
<p>Performance Bond <i>List:</i> \$3,989.02 \$3,989.02 <i>Sell:</i> \$3,989.02 \$3,989.02</p>					

TOTAL LIST: \$554,278.80
TOTAL SELL: \$269,923.48



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Item Qty. Product

Price

Unit

Extended