BID FORM
RFP # 16-004-67
Reroof of 5295 Shelby Drive, Memphis, TN 38118

In compliance with your Invitation for Bids for:

Reroofing of 5295 Shelby Drive

Project Location: Reroof of 5295 Shelby Drive, Memphis, TN 38118

The undersigned bidder: (Check one)

✓ a corporation organized and existing under Tennessee laws;
□ a partnership consisting of N/A;
□ an individual trading as N/A;
Of the City of Memphis having examined the place of the work and attached Contract Documents and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, proposes to furnish and pay for all labor, tools, material, utility fees, plant, federal, state and local taxes and equipment necessary for implementation of the Contract requirements.

The undersigned Bidder further proposes to perform all work as selected by the Owner and furnish and pay for all equipment in accordance with the Contract Documents, within the time limit specified, for the following lump sum price if awarded by the Owner:

Base-Bid Amount

in figures $ 139,773.00

in words One Hundred and Thirty Nine Thousand Seven Hundred and Seventy Three Dollars.

The Bidder agrees that if he is awarded this Contract, he will commence construction within 14 calendar days after receipt of signed contract and will be substantially complete with all work in 90 days from the date that a Notice to Proceed is issued and liquidated damages are applied for each day after the 90 days.

The Bidder agrees that all request for extensions of time shall be in writing and that only such extensions of time as are granted by the Owner in writing shall be considered in computing that total Contract time. Owner furnished equipment will be available to the Contractor when the notice to proceed is issued.

Should the Contractor neglect, refuse, or fail to complete the work to be done under the Contract within the time herein specified, after all extension of time granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the

Contractor for the work to be done under this Contract, an agreed upon sum equal to Two Hundred Dollars ($200.00) per calendar day for each and every day that the work is delayed in its completion beyond the specified milestone and substantial completion time. The said $200.00 per day shall be held by the Owner under a mutual understanding between the Contractor, Contractor's Surety and the Owner. If necessary the Owner shall collect any monies directly from the Contractor or the Contractor's Surety.

Enclosed herewith is a (Certified Check) (Cashier's Check) or a solvent bank (Bidder's Bond) in the amount of 5% DOLLARS ($ 5%), Made payable to the Owner as a guarantee of good faith and which the undersigned hereby agrees shall be retained as liquidated damages by the Owner should the Contractor fail to furnish a Performance Bond written by good solvent in a surety company doing business in the State of Tennessee and acceptable to the Owner. The Performance Bond shall be in an amount equal to the gross amount of said Contract, and the Performance Bond shall be made and contract shall be signed within 1 week after date of Notice To Proceed from the Owner of award of Contract, and the check shall be returned to the undersigned upon the signing of the Contract and delivery of the required number of copies of approved Performance Bond to the Owner.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and it is understood that this bid may not be withdrawn for a period of 120 days after the scheduled time for receipt of bids.

The undersigned declares that B Four Plied, Inc. is the only person, firm or corporation interested in this proposal, and that no other person, firm, or corporation than the one herein named has any interest herein or in the Contract proposed to be taken; that it is made without any connection with any person, firm or corporation making proposal for the same work, and that it is in all respects fair as to the work bid upon and without collusion or fraud; also that no officer or employee of Shelby County Government who is exclude by law from participating therein, is directly or indirectly interested herein, or in furnishing of the supplies or doing the work to which it relates, or in furnishing surety, or in any portion of the profits thereof.

Receipt of the following addenda is hereby acknowledged:
N/A.
(Insert numbers of all addenda received; if no addenda received, insert "None").

Bidder _____ Josh Boaz Vice President
Signature Printed Name
3980 Winchester Rd. Memphis, TN 38118
Business Address

Full name and residence of all persons interested in the foregoing as principle are:

John M. Boren
(Name

3980 Winchester Rd. Memphis, TN 38118
(Address)

Debbie Boren
(Name)

3980 Winchester Rd. Memphis, TN 38118
(Address)

Debbie Boren
(Name of President if a Corporation)

Ernie Shirley
(Name of Secretary if a Corporation)

END OF SECTION

Shelby County
LOSB Program

LOSB FORM A

CERTIFICATION OF EFFORTS TO ACHIEVE LOSB PARTICIPATION

(To Be Submitted with the Bid/Proposal)

Company Name: B Four Plied, Inc.
Bid No.: 16-004-67

I certify that the following efforts where made to achieve LOSB participation:

		YES	NO
A	Provided written notices to LOSB's who have the capability to perform the work of the contract or provide the service		✓
B	Direct mailing, electronic mailing, facsimile or telephone requests	✓	
C	Provided interested LOSB's with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation	✓	
D	Allowed LOSB's the opportunity to review bid specifications, blue prints and all other bid/RFP related items at no charge, and allowed sufficient time for review prior to the bid deadline	✓	
E	Acted in good faith with interested LOSB's, and did not reject LOSB's as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities	✓	
F	Did not impose unrealistic conditions of performance on LOSB's seeking subcontracting opportunities	✓	

Additionally, I contacted the referenced LOSB's and requested a bid/proposal. The responses I received were as follows:

Name and Address of LOSB	Type of Work And Contract Items, Supplies or Services to be Performed	Response	Reason for Not Accepting Bid/Proposal
A & B Construction Co	Supply and unload all material at job site	Bidding	N/A

(If additional space is required this form maybe duplicated)

If applicable, please complete the following:

I hereby certify that LOSB's were "Unavailable" as defined in the LOSB Program to submit bids to provide goods and services for this RFP/Bid's purpose.

Reasons for the "Unavailability":

N/A

N/A

Submitted by:

Josh Boaz — Vice President

Authorized Representative Signature — Title

4-29-16

Date

Shelby County
LOSB Program
LOSB FORM B

LOSB UTILIZATION PLAN
(To Be Submitted with the Bid/Proposal)

Company: B Four Plied, Inc.
Bid No.: 16-004-67

I, B Four Plied, Inc. Josh Boaz, do certify that on the following procurement opportunity,
(Contractor)
B Four Plied, Inc., the following LOSB's will be utilized as sub-contractors, suppliers,
(Opportunity)
or to provide professional services:

Name	Description of Work	Contract Value	LOSB Number
A & B Construction Co	Supply and unload all material at job site	$22,320.00	LOSB-C-1216-24965

(If additional space is needed this form may be duplicated)

TOTAL CONTRACT VALUE: $139,773.00
TOTAL % OF LOSB PARTICIPATION: 15.96%

The successful bidder/proposer is required to finalize and submit this form prior to award of a contract. Joint Venture Agreements, partnering agreements and all pertinent information must be presented prior to contract award. This information will be incorporated into the contract and will become a contractual obligation of the successful bidder/proposer. The finalized LOSB Form B shall not be changed or altered after award of a contract without approval from Shelby County. The successful bidder/proposer is required to provide written notice describing the reasons for the change to Shelby County to obtain approval of any changes to LOSB Form B.

Submitted by:

Josh Boaz
Authorized Representative Signature

Vice President
Title

4-29-16
Date

H. DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF Tennessee

COUNTY OF Shelby

The undersigned, principal officer of B Four Plied, Inc., an employer of five (5) or more employees contracting with Shelby County government to provide construction services, here states under oath as follows:

1. The undersigned is a principal officer of B Four Plied, Inc. (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title *50,* Chapter 9, of the *Tennessee Code Annotated.*

3. The Company is in compliance with T.C.A. § 50-9-113. Further affiant saith not.

Principal Officer

STATE OF Tennessee

COUNTY OF Shelby

Before me personally appeared Josh Boaz with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.
Witness my hand and seal at office this 29th day of April, 2016

Notary Public Patricia R Eldredge
My commission expires: MY COMMISSION EXPIRES 11/2/2019

PATRICIA R. ELDREDGE STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY

IX. GRATUITY DISCLOSURE FORM

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money. Please note that the information listed on this statement is subject to being posted on the Shelby County Government's website.

1. **NAME**

   B Four Plied, Inc.

2. **DATE OF GRATUITY**

   N/A

3. **NATURE AND PURPOSE OF THE GRATUITY**

   N/A

4. **NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY**

   N/A

5. **NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

   N/A

6. **ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

   N/A

7. **DESCRIPTION OF THE GRATUITY**

N/A

8. **COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)**

N/A

9. **AFFIDAVIT**

The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.

Signature **Date** 4/29/16

Josh Boaz
Print Name

Sworn to and subscribed before me this 29th **day of** April **in** Shelby **County, Tennessee:**

Signature of Notary

MY COMMISSION EXPIRES 11/2/2019

Notary Registration No.

Affix Notary Seal Here

PATRICIA R. ELDRIDGE
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
B Four Plied, Inc.
3980 Winchester Road
Memphis, TN 38118

SURETY:
(Name, legal status and principal place of business)
Ohio Casualty Insurance Company
9450 Seward Road
Fairfield, TN 45014

OWNER:
(Name, legal status and address)
County of Shelby
160 N. Main St. Memphis, TN 38103

BOND AMOUNT: $ Five Percent of the amount of the bid----------(5%)

PROJECT:
(Name, location or address, and Project number, if any)
Re-Roof of 5295 Shelby Dr. Memphis, TN 38118
Invitation No. RFP 16-004-67

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

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.

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User Notes: (877099080)

Init.
/

10th May, 2016

Signed and sealed this day of ,

(Witness)

B Four Plied, Inc.
(Principal) (Seal)

V.P.
(Title)

Ohio Casualty Insurance Company
(Surety) (Seal)

Annette Milner
(Title) Annette Milner Attorney-in-Fact

(Witness)

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User Notes:
(877099080)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7290669

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Annette Milner; Candace R. Holland; Charles M. Davis; David A. McDonnell; Patrick A. Siano, Jr.; Robert A. Yarbrough

all of the city of Cordova, state of TN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of March, 2016.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of March, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10 day of May, 2016.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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