



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Solicitation

NUMBER
BPH14009

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067



2 COPY

NAME/ADDRESS HERE

CONCRETE MODULAR SYSTEMS, INC.

P.O. Box 531573*St. Petersburg* FL*33747
1-727-945-1864* FX 1-727-945-9756

"Solutions Cast In Concrete"

SHIP TO

HEALTH AND HUMAN RESOURCES
BUREAU FOR PUBLIC HEALTH
VARIOUS LOCATIONS AS INDICATED
BY ORDER

304-558-7114

DATE PRINTED
07/03/2013

BID OPENING DATE: 08/14/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	5	EA	155-12	SINGLE PREFABRICATED BUILDING: 10' WIDE X 20' LONG X	\$38,071.16	\$190,355.80
0002	10	EA	155-12	SINGLE PREFABRICATED BUILDING 10' WIDE X 20' LONG X	\$50,662.62	\$506,626.20
0003	5	EA	155-12	SINGLE PREFABRICATED BUILDING 10' WIDE X 24' LONG X	\$54,990.46	\$274,952.30
0004	5	EA	155-12	SINGLE PREFABRICATED BUILDING 12' WIDE X 20 LONG X	\$55,969.06	\$279,845.30
0005	10	EA	155-12	DOUBLE LONG PREFABRICATED BUILDING 10' WIDE X 20 LONG	\$52,659.29	\$526,592.90

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WV PURCHASING
DIVISION

SIGNATURE 	TELEPHONE 727-945-1864	DATE 8-13-13
TITLE Vice President	FEIN 59-3632362	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Solicitation

NUMBER
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PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

RFQ COPY
TYPE NAME/ADDRESS HERE

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HEALTH AND HUMAN RESOURCES
BUREAU FOR PUBLIC HEALTH
VARIOUS LOCATIONS AS INDICATED
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DATE PRINTED
07/03/2013

BID OPENING DATE: 08/14/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0006	5	EA	155-12	DOUBLE WIDE PREFABRICATED BUILDING 24' X 30' LONG X	\$ 106,425. ¹⁷	\$532,125. ⁸⁵
0007	5	EA	155-12	DOUBLE WIDE PREFABRICATED BUILDING 20' WIDE X 20 LONG	\$ 79,805. ⁶⁵	\$399,028. ²⁵
0008	4	EA	155-12	SINGLE PREFABRICATED BUILDING 10' WIDE X 12 LONG X	\$ 40,584. ²⁰	\$162,336. ⁸⁰
***** THIS IS THE END OF RFQ BPH14009 ***** TOTAL:						\$2,871,863. ⁴⁰

SIGNATURE 	TELEPHONE 727-445-1867	DATE 8-13-13
TITLE Vice President	FEIN 59-3632362	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

7. MISCELLANEOUS:

- 7.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 **Vendor Supply:** Vendor shall carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 **Contract Manager:** During its performance of this Contract, Vendor shall designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager shall be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Frederick Kennedy
Telephone Number: 727-945-1864
Fax Number: 727-945-9756
Email Address: ConcreteModular@aol.com

EXHIBIT A
PRICING PAGE - BPH14009

Contract Item	Description	Estimated Annual Quantity	Unit Price	Extended Price
3.1.1	Single Prefabricated Building: 10'wide x 10' long x 10' high	5	\$36,071. ¹⁶	\$190,355. ⁸⁰
3.1.2	Single Prefabricated Building: 10'wide x 20'long x 10'high	10	\$50,662. ⁶²	\$506,626. ²⁰
3.1.3	Single Prefabricated Building: 10'wide x 24'long x 10'high	5	\$54,990. ⁴⁶	\$274,952. ³⁰
3.1.4	Single Prefabricated Building: 12'wide x 20'long x 10'high	5	\$55,969. ⁰⁰	\$279,845. ³⁰
3.1.5	Double Long Prefabricated Building: 10'wide x 20'long x 10'high	10	\$52,659. ²⁹	\$526,592. ⁹⁰
3.1.6	Double Wide Prefabricated Building: 24'wide x 30'long x 10'high	5	\$106,425. ¹⁷	\$532,125. ⁸⁵
3.1.7	Double Wide Prefabricated Building: 20'wide x 20'long x 10'high	5	\$79,805. ⁶⁵	\$399,028. ²⁵
3.1.8	Single Prefabricated Building: 10'wide x 12'long x 10'high	4	\$40,584. ⁷⁰	\$162,336. ⁸⁰
OVERALL TOTAL:				\$2,871,863. ⁴⁰

- * Estimated Annual Quantities are for bid evaluation purposes only.
- * Delivery of Prefabricated Buildings must be within eight (8) weeks after receipt of order.
- * The contract will be awarded to the Vendor meeting the mandatory requirements with the lowest overall total cost.
- * Freight charges shall be included in the Vendor's price.


Vendor Name: Concrete Modular Systems, Inc	Vendor Rep: Frederick Kennedy
Vendor Address: P.O. Box 531573	Phone: 727-945-1864
City, State, Zip: St. Petersburg, FL 33747	Fax: 727-945-9756
Email: Concrete.modular@aol.com	
Signature: 	
Date: 8/13/13	

Exhibit B BPH14009

SUPPLEMENTAL CONTRACT PROVISIONS ARRA FUNDING

The Contractor is hereby notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") Funds.

Required Contract Provision to Implement ARRA Section 902

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General provision

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Buy American Provision

Use of American Iron, Steel, and Manufactured Goods

Recipients may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless HHS waives the application of this provision. (ARRA Sec. 1605)

Wage Rate Provision

[This term and condition shall not apply to tribal contracts entered into by the Indian Health Service funded with this appropriation. (ARRA Title VII - Interior, Environment, and Related Agencies, Department of Health and Human Services, Indian Health Facilities)]

Subject to further clarification issued by the Office of Management and Budget, and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606)

Exhibit B BPH14009

Limit on Funds

None of the funds appropriated or otherwise made available in ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. (ARRA Sec. 1604)

Disclosure of Fraud or Misconduct

Each recipient of sub-recipient awarded funds made available under the ARRA shall promptly refer to the HHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline/>

Contractor Data Reporting

The contractor must provide the WV Department of Health and Human Resources with their D-U-N-S number if available, or otherwise the name and zip code of the contractor's headquarters. Contractors are not required to obtain a D-U-N-S number.

Reporting Jobs Creation

Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract. The WV Department of Health and Human Resources will not accept statistical sampling methods to estimate the number of jobs created and retained. All recipients must report a direct and comprehensive count of jobs, as specified by OMB guidance M-10-8. See Section 5.3 of the OMB guidance for more information on calculating jobs, including job estimation examples.

Definitions of jobs considered to be created or retained:

- a. A job created is a new position created and filled, or an existing unfilled position that is filled, that is funded by the Recovery Act;
- b. A job retained is an existing position that is now funded by the Recovery Act. Using the definitions above, recipients must estimate the total number of jobs that were funded in the quarter by the Recovery Act. A funded job is defined as one in which the wages or salaries are either paid for or will be reimbursed with Recovery Act funding.
- c. A job must be counted as either a job created or a job retained; it cannot be counted as both. Additionally, only compensated employment in the United States or outlying areas should be counted. See 74 FR 14824 for definitions.

For the full OMB guidance on reporting jobs creation, please visit:

http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf

Exhibit B BPH14009

SUPPLEMENTAL CONTRACTOR REPORTING PROVISIONS ARRA FUNDING

Not later than 5 days after the end of each month, contractor must submit reports containing the following information for month just ended:

1. This purchase order/contract number.
2. The total amount of ARRA funds under this contract/purchase order.
3. The amount of ARRA funds that was obligated for projects or activities for month just ending including:
 - a. The name of the project or activity;
 - b. A description of the project or activity;
 - c. An evaluation of the completion status of the project or activity; and
 - d. An estimate of the number of jobs created and the number of jobs retained by the project of activity.
4. The amount of ARRA funds that was expended for projects or activities for month just ending including:
 - e. The name of the project or activity;
 - f. A description of the project or activity;
 - g. An evaluation of the completion status of the project or activity; and
 - h. An estimate of the number of jobs created and the number of jobs retained by the project of activity.
5. Detailed information on any sub-contracts made by the contractor including:
 - The name and address of the entity receiving the sub-contract;
 - The amount of the sub-contract;
 - The transaction type and description; and
 - The North American Industry Classification System code or Catalog of Federal Domestic Assistance (CFDA) number.
6. The amount of unobligated/unexpended contract/purchase order balance.

Reports must be submitted via fax, Email, or mail to the following contact/address. Emailed reports are encouraged to ensure timeframe constraint.

WV Department of Health and Human Resources
 Bureau for Public Health, Central Finance
 Attention: Becky Surface, Finance Director
 350 Capitol Street, Room 206
 Charleston, West Virginia 25301
becky.a.surface@wv.gov
 Telephone: 304-356-4090
 Fax: 304-558-1773

I agree to the above provisions.

Concrete Modular Systems, Inc
 Vendor Name

Frederick Kennedy
 Authorized Vendor Representative (please print)

[Signature]
 Authorized Vendor Representative Signature

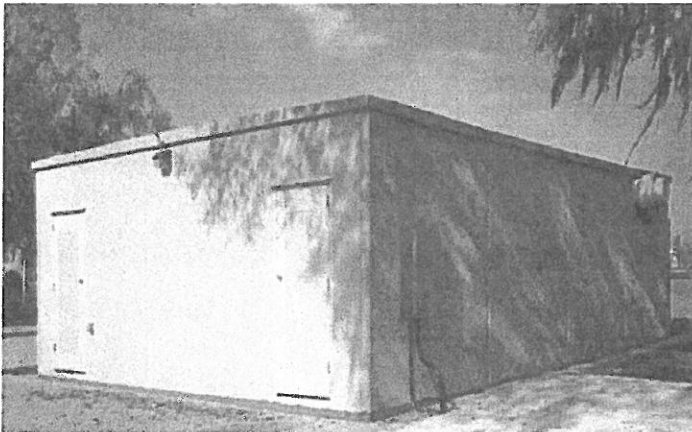
8/13/13
 Date



CONCRETE MODULAR SYSTEMS, INC.



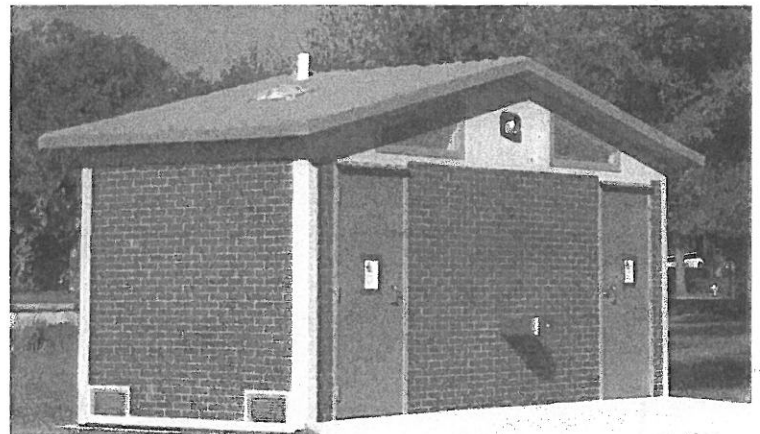
Concrete Modular Systems, Inc. is a leading innovative manufacturer of precast concrete equipment shelters and modular buildings. We can provide a turnkey building to eliminate unnecessary site inspections, while minimizing site preparation. Our third party in plant inspections and DCA approved drawings will assure quality and help expedite permitting. Most sites can be operational within two days.

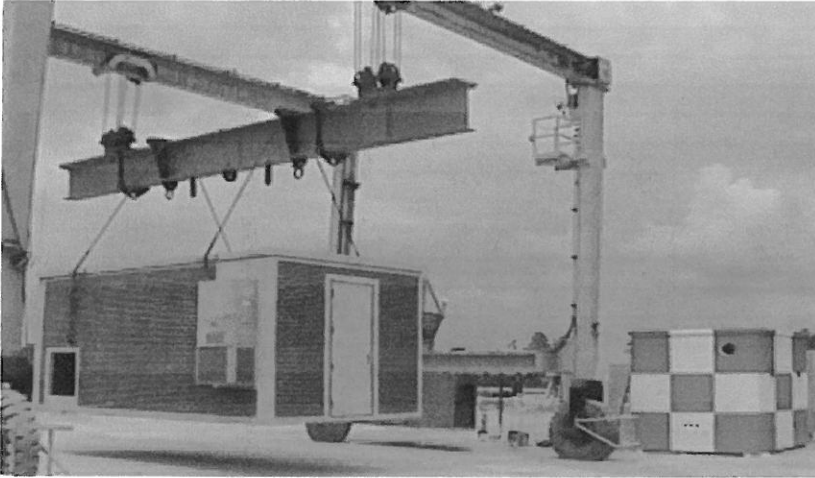


Concrete Modular Systems, Inc. can offer a wide variety of options to match your environmental, architectural, security, electrical, mechanical, plumbing and grounding needs. Our buildings are designed to meet the needs of the communication industry such as cable TV, cellular, wireless, radio and fiber optic providers as well as the requirements

of the Parks and Recreation industry to supply restroom / shower facilities (waterborne and waterless), concession stands and storage shelters.

Concrete Modular Systems, Inc. buildings are made of 5,000 PSI, steel reinforced concrete, one of the most durable building products, and are





designed to meet the requirements set forth by "The American Concrete Institute (ACI-318R-99)." The solid precast concrete buildings are bullet resistant, vandal resistant, fire resistant, and can withstand hurricane force winds. Concrete Modular Systems, Inc. can meet and exceed any specifications for quality, durability and reliability.

Our unique modular design does not limit our size capabilities, while

providing sound structural integrity and the ability for future expansion. Concrete Modular Systems, Inc. has a team of professionals to assist in the design process of your specific needs. Concrete Modular Systems, Inc. can take you through conception, preparation of bid documents, final design, permitting and delivery and installation of your building in the shortest possible time at reasonable and competitive pricing.



We would welcome the opportunity to provide a competitive bid on any current or future projects.

Thank you,

Frederick L. Kennedy, Jr.
Vice President

"Solutions Cast In Concrete"



State of Florida
*Minority, Women &
Service-Disabled Veteran*
Business Certification

Concrete Modular Systems, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

03/20/2012 to 03/20/2014

John P Miles, Secretary

*Florida Department of Management Services
Office of Supplier Diversity*



CONCRETE MODULAR SYSTEMS, INC.

Warranty

CONCRETE MODULAR SYSTEMS, INC. shall and does hereby warranty all work performed by them and shall remedy any defects due to faulty materials or workmanship which appear within a one (1) year period from the date of delivery. "Delivery Date" is deemed for all purposes, to be the date of the final invoice from **CONCRETE MODULAR SYSTEMS, INC.**, to the original purchaser upon completion of manufacturer of building. All work performed shall meet the measure of acceptability as defined by the ACI-318R-99 Standard Tolerances for Precast Concrete Construction.

CONCRETE MODULAR SYSTEMS, INC. does not make any warranty with respect to component parts and systems in the building beyond one year from the date of delivery regardless of actual duration of warranty made or provided by manufacturers of the component parts and systems. However, **CONCRETE MODULAR SYSTEMS, INC.** will assign, and by this warranty it so hereby assigns, to the original purchaser with warranty rights of **CONCRETE MODULAR SYSTEMS, INC.** from the manufacturers of the component parts and systems.

The limited warranty shall not apply and no warranty whatsoever is made with respect to any components or systems installed by anyone other than **CONCRETE MODULAR SYSTEMS, INC.** **CONCRETE MODULAR SYSTEMS, INC.** makes no warranty with respect to component parts and systems specially ordered and or sent by original purchaser to **CONCRETE MODULAR SYSTEMS, INC.** for installation in the customization of any building for the purchaser.

CONCRETE MODULAR SYSTEMS, INC. shall not be liable for any consequential damages resulting from breach of any warranties. In no event will **CONCRETE MODULAR SYSTEMS, INC.** be liable for any damages caused by the original purchasers improper use, handling or maintenance of building or any of it's systems or component parts, or for any loss profits or for damages of property and goods stored within the building or for any other consequential damages, regardless of the form of action, whether in contract or in tort, including negligence, even if **CONCRETE MODULAR SYSTEMS, INC.** has been advised of the possibility of damages, or for any claim against the original purchaser by any other party. **CONCRETE MODULAR SYSTEMS, INC.**'s liability shall be limited to repair or replacement at our option of the warranted building, component or system. Purchasers' repair of warranty items without prior authorization from **CONCRETE MODULAR SYSTEMS, INC.** will void this warranty.

NON-WARRANTY

There are no other warranties other than those specifically set forth herein and there are no warranties to anyone other than the original purchaser. To the extent allowed by law, this warranty is in place of all other warranties (whether express, implied, or statutory) including any warranties or merchantability or fitness for a particular purpose.

"Solutions Cast In Concrete"

PO Box 531573*St. Petersburg, FL*33747*727-945-1864*FX 727-945-9756*1-866-CMS-HUTS(267-4887)

WWW.CMSHut.com

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**

____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. **Application is made for 2.5% resident vendor preference for the reason checked:**

____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. **Application is made for 2.5% resident vendor preference for the reason checked:**

____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. **Application is made for 5% resident vendor preference for the reason checked:**

____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**

____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Concrete Modular Systems, Inc Signed: [Signature]

Date: 8/13/13 Title: GMVP

* See Attached M Be Certificate

RFQ No. BPH14009

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Concrete Modular Systems, IncAuthorized Signature: [Signature] V.P. Date: 8/13/13State of FloridaCounty of Pinellas, to-wit:Taken, subscribed, and sworn to before me this 13 day of August, 2013

My Commission expires _____, 20____.

AFFIX SEAL HERE




NOTARY PUBLIC

[Signature]
 Purchasing Affidavit (Revised 07/01/2012)

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Concrete Modular Systems, Inc.
(Company)


(Authorized Signature)

Frederick Kennedy; GM/VP
(Representative Name, Title)

727-945-1864 727-945-9756
(Phone Number) (Fax Number)

8/13/13
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: BPH14009

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

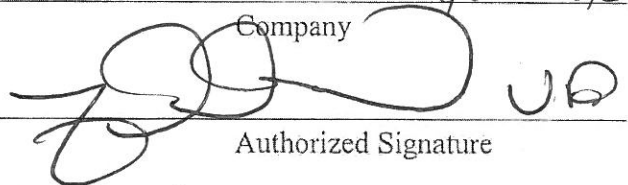
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Concrete Modular Systems, Inc
 Company

 Authorized Signature
8/13/13
 Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.