



SOUTHERN TRAFFIC SERVICES, INC.
 2911 WESTFIELD ROAD
 GULF BREEZE, FL 32563
 800-786-3374
 FAX # 850-934-0373

FACSIMILE TRANSMITTAL SHEET

| | |
|--------------------------|---|
| TO: BID CLERK | FROM: M. Knowles |
| COMPANY: W.V. DOT | DATE: 9/26/07 |
| FAX NUMBER: | TOTAL NO. OF PAGES, INCLUDING COVER: 9 |
| PHONE NUMBER: | SENDER'S REFERENCE NUMBER: |
| RR: | YOUR REFERENCE NUMBER: |

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PER YOUR REQUEST

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 2007 SEP 26 P 11:34
 PURCHASING DIVISION
 STATE OF WV



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

WV DOH

Quotation

Fax 304-558-3783

Sep 10 2007 01:08pm P002

868000002

1

JOHN JOHNSTON
304-558-2402

RFQ COPY
TYPE NAME/ADDRESS HERE

Southern Traffic Services, Inc.
2911 Westfield Rd
Gulf Breeze, FL 32563

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS | |
|--|---------------|--------------------------|-------------|---------------|----------------|
| 09/04/2007 | | | | | |
| BID OPENING DATE: 09/26/2007 | | BID OPENING TIME 01:30PM | | | |
| LINE | QUANTITY | UOP | ITEM NUMBER | UNIT PRICE | AMOUNT |
| 0001 | 60 | EA | 936-86 | | \$1,870,000.00 |
| <p>MAINTENANCE, TRAFFIC CONTROL DEVICES</p> <p>TO INSTALL OR UPGRADE 60 WDDH PERMANENT AUTOMATIC TRAFFIC RECORDERS STATEWIDE, AS DIRECTED BY THE WEST VIRGINIA DIVISION OF HIGHWAYS' PROGRAM PLANNING, ADMINISTRATION AND TRAFFIC ANALYSIS SECTION.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR VARIOUS COUNTYS PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT</p> | | | | | |

RECEIVED

07 SEP 26 2007
FINANCIAL SERVICES

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Sheila B. Knowles* TELEPHONE: 800-786-3374 DATE: 9/26/07

TITLE: *President* FEIN: 62-1368537 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

WV DOH
QUOTATION

Fax 304-558-3783

Sep 10 2007 01:09pm P004/018

868000002

2

ADDRESS OF CORRESPONDENCE FOR VENDOR'S USE
JOHN JOHNSTON
304-558-2402

RFQ COPY
TYPE NAME/ADDRESS HERE

Southern Traffic Services, Inc.
 2911 Westfield Rd
 Gulf Breeze, FL 32563

DIVISION OF HIGHWAYS
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| 09/26/2007 | 01:30PM |

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|--|----------|-----|--------|-------------|------------|--------|
| <p>OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Sheila R. Knowles</i> | TELEPHONE 800-786-3374 | DATE 9/26/07 |
| TITLE <i>President</i> | FEIN 62-1368537 | ADDRESS CHANGES TO BE NOTED ABOVE |

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



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON
304-558-2402

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2911 Westfield Rd.
Gulf Breeze, FL 32563

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THE SUCCESSFUL VENDOR.

REV. 11/00

EXHIBIT 7

DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS

IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM, GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.

FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.

IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Sheela B. Knowles* TELEPHONE *800-786-3374* DATE *9/26/07*

TITLE *President* FERN *62-1368537* ADDRESS CHANGES TO BE NOTED ABOVE

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



Department of Administration
 Purchasing Division
 2018 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

WV DOH

QUOTATION

Fax 304-558-3783

Sep 10 2007 01:10pm P006/018

868000002

4

ADDRESS OF THE RESPONDENT TO A REPLY TO:
 JOHN JOHNSTON
 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

Southern Traffic Services, Inc.
 2911 Westfield Rd
 Gulf Breeze, FL 32563.

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

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| LINE | QUANTITY | UOP | CH RD | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|-------|-------------|------------|--------|
| <p>PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Shiela B. Knowles* TELEPHONE: 8007863374 DATE: 9/26/07

TITLE: *President* FEM: 62-1368537 ADDRESS CHANGES TO BE NOTED ABOVE

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



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN JOHNSTON
304-558-2402

RFQ COPY
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Gulf Breeze, FL 32563

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BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.

REV. 11/96

EXHIBIT 10

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NOS.:

- NO. 1 ✓
- NO. 2
- NO. 3
- NO. 4
- NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.

..... *Shula B. Knowles* SIGNATURE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------------------------------|------------------------|--------------|
| SIGNATURE <i>Shula B. Knowles</i> | TELEPHONE 800-786-3374 | DATE 9/26/07 |
|-----------------------------------|------------------------|--------------|

| | | |
|------------------------|-----------------|-----------------------------------|
| TITLE <i>President</i> | FEIN 62-1368537 | ADDRESS CHANGES TO BE NOTED ABOVE |
|------------------------|-----------------|-----------------------------------|

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Department of Administration
Purchasing Division
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Post Office Box 50130
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WV DOH **Quotation**

Fax 304-558-3783

Sep 10 2007 01:11pm P008/018

868000002

6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON
304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

Southern Traffic Services, Inc.
2911 Westfield Rd
Gulf Breeze, FL 32563

DIVISION OF HIGHWAYS
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| LINE | QUANTITY | LOT | EXT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| <p><i>Southern Traffic Services, Inc.</i> COMPANY</p> <p><i>9/26/07</i> DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Sheila R. Knowles* TELEPHONE: 800-786-3374 DATE: 9/26/07

TITLE: *President* FEIN: 62-1368537 ADDRESS CHANGES TO BE NOTED ABOVE

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



Utility Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

WV DOH

Fax 304-558-3783

Sep 10 2007 01:11pm P009/018

ADDRESS FOR CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON
304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

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 2911 Westfield Rd
 Gulf Breeze, FL 32563

SHIP TO

DIVISION OF HIGHWAYS
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|--|----------|-----|---------|-------------|------------|--------|
| <p>AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> | | | | | | |

| | | | |
|---|---------------------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE <i>Shirley R. Howles</i> | TELEPHONE 800-786-3374 | DATE 9/26/07 | |
| TITLE <i>President</i> | FEN 02-1368537 | ADDRESS CHANGES TO BE NOTED ABOVE | |

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

WV DOH
Quotation

Fax 304-558-3783

Sep 10 2007 01:11pm P010/018

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ADDRESS CORRESPONDENCE TO A DIVISION OF
JOHN JOHNSTON
304-558-2402

RFQ COPY

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| REQ. NO. : | | | | 868000002 | | |
| BID OPENING DATE : | | | | 09/26/2007 | | |
| BID OPENING TIME : | | | | 1:30 PM | | |
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: | | | | | | |
| ----- 850-934-5732 ----- | | | | | | |
| PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: | | | | | | |
| ----- Mark D. Knowles ----- | | | | | | |
| ***** THIS IS THE END OF RFQ 868000002 ***** TOTAL: | | | | | | 1,870,000. ⁰⁰ |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Shula B. Knowles</i> | TELEPHONE 800-786-3374 | DATE 9/26/07 |
| TITLE President | FAX 62-1368537 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

AGREEMENT ADDENDUM

WV-96
Rev. 5/94

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOURPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia Agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Southern Traffic Services, Inc

Signed: Sheila B. Howles

Title: President

Date: 9/26/07

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Southern Traffic Services, Inc
Authorized Signature: Sheila R. Howles Date: 9/26/07



Southern Traffic Services, Inc.

2911 Westfield Road
Phone: 800-786-3374

Gulf Breeze, FL 32563
Fax: 850-934-0373

September 25, 2007

Department of Administration
Purchasing Division
2019 Washington Street East
P O Box 50130
Charleston, WV 25305-0130

RE: Quotation – 868000002 – Maintenance, Traffic Control Devices

Dear Bid Clerk:

STS will be faxing a quote on 9/26/07 prior to the 1:30 pm closing time for the above referenced project. I have attached a check for \$85,000.00 that represents 5% of our total bid.

Please put this check with our faxed quotation.

Sincerely,

A handwritten signature in cursive script that reads 'Sheila R. Knowles'. The signature is written in black ink and is positioned above the printed name and title.

Sheila R. Knowles
President

SOUTHERN TRAFFIC SERVICES, INC.
OPERATING ACCOUNT
2911 Westfield Road
Gulf Breeze, FL 32563

1142
63-2/630
BRANCH 12074

Pay to the Order of State of West Virginia Date 9-25-07
Eighty Five Thousand & 00/100 \$ 85000.00 Dollars



WACHOVIA
Wachovia Bank, N.A.
wachovia.com



For Quotation 868000002

MP