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

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

JOHN JOHNSTON
304-558-2402

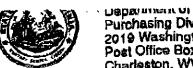
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RFO COPY TYPE NAME/ADDRESS HERE Southern Traffic Services. Inc. 2911 Westfield Rd Gulf Breeze, FL 32563

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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

Fax 304-558-3783 Sep 10 2007 01:09pm P004/018

JOHN JOHNSTON
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Gulf Breeze, FL 32563

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Fax 3D4-559-3783

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Southern Traffic Services, Inc. 2911 Westfield Rd

BENEFIT OF THE PROPERTY OF THE NOTZNHOL NHOL 304-558-2402

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

Gulf Breeze, FL 32563 DATE PRINTED TERMS OF SALE 09/04/2007 BID OPENING TIME 09/26/2007 31D OPENING DATE: AMOUNT UNITERICE TEM NUMBER UOP. QUANTITY LOVE & 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, IMPROVEHENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS NORE 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 IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS. 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 RESEVERSE SIVE SHE FRAME AND CONDITIONS

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

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JOHN JOHNSTON
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Southern Traffic Services, Inc. 2911 Westfield Rd Gulf Breeze, FL 32563. DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
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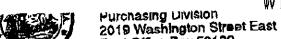
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Fax 304-558-3783



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

JOHN JOHNSTON 304-558-2402

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Southern Traffic Services, Inc. 2911 Westfield Rd Gulf Breeze, FL 32563 DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY DRDER

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

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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JOHN JOHNSTON 304-558-2402

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Southern Troffic 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 09/04/2007 01:30PM BID OPENING TIME 09/26/2007 DOPENING DATE AMOUNT TEM NUMBER LIMITARICE QUANTITY UO? LINE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT. 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. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER DRDER. REV. 1/2005 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: BUE HEVERSE BIDE FOR TERMS AND COMPLIONS 800-786-3374

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

Fax 304-558-3783 Sep 10 2007 01:11pm P010/018

JOHN JOHNSTON
304-558-2402

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Southern Traffic Services, Inc. 2911 Westfield Rd Gulf Breeze, FL 32563 DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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Sep 10 2007 01:13pm P016/018

WV DOH Fax 304-558-3783

AGREEMENT ADDENDUM

W7/~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 Wast Virginia Court of Claims.
- 2. HOLD HARMLESS Any clause regulting the Agency to indemnify or hold harroless any party is hereby deleted in its unprety.
- 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 ontity, 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.
- PAYMENT Any references to propayment 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. RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, pounterclaim, recompment, or other defense is hereby deleted.
- 2. "FISCAL YEAR FUNDING. Service performed under the agreement may be continued in successfung fiscal years for the term of the agreement, contingent upon funds being appropriated by the Logislanue 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 time 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-flunding 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. SIMPLAR 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 defined.
- 11. ATTORNEY FEEE The Agency recognizes an obligation to pay absorbey's face or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. ASSIGNMENT Norwithstanding any chause to the soundry, the Agency reserves the right to assign the agreement to another State of West Vitginia 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 wayranty 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 Vender
- 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 fished 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 repassession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repassession with notice.
- 19. ACCELERATION Any reference to accoleration of payments in the ovent of default or non-fluiding is hereby deloted.
- 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 addendam without the express written approval of the Putchshall Division and the Aborney General,

ACCEPTED BY: STATE OF WEST YIRGINIA	VENDOR
Spending Unit:	Company Name: Southern Traffic Services, Inc
Signed:	Signed: Sheila B. Browles
Title:	Title: President
Dete:	Date: 9/26/07

FAX NO. :8509340373

WV DOH

Fax 304-558-3783

Sep. 26 2007 12:34PM P11

Sep 10 2007 D1:14pm P018/018

RFQ No. 868000002

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §6A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of the 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 subdivisions 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 countles 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 countles 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 exceed 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 spanding 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	Ouc :	
	01 . 1			9/26/07	

Purchasing Affidavit (Revised 08/15/07)



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.

heila R. Knowles

Sincerely,

Sheila R. Knowles

President

1142

63-2/630 BRANCH 12074

9-25-07

Date___

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WACHOVIA Wachovia Bank, N.A. wachovia.com

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