



Contractor #: WV14483

**One Wireless Way, Suite 100
Parkersburg, WV 26101**

**Tel: (304) 863-8000
Fax: (304) 863-3786**

To: State of WV - Rubenstein Juvenile Correctional Facility; Davis, WV

Attn:

Phone:

Date: 1/7/2011

DSTJ 010320

Panasonic KX-TDA50G System w/ Vmail

QTY	BRAND	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
15	SDC	1511SNAKVB	SINGLE DELAY EGRESS MAG 15SEC 628	\$ 691.76	\$ 10,376.40
4	SDC	423U	423 GRN EX MO SPDT TD 630	\$ 75.20	\$ 300.80
4	SDC	634RF	4 AMP REG/FLT PS X CHGR	\$ 364.70	\$ 1,458.80

Total Materials \$ 12,136.00

Miller Communications can provide 24 hr technical assistance and support via telephone. Technician can return calls within 2 hours during the normal business day. Calls to our office outside of normal business hours will send an emergency page to an on-call technician who can call back within 1 hour for emergency calls.

Telephone support is billed at regular service rates with a one-hour minimum charge.

Payment terms requested: Customer to pay invoice 30 days from invoice date with approved credit.

Note: Any applicable Sales Tax is not included in Quote.

Please feel free to contact me with any questions.

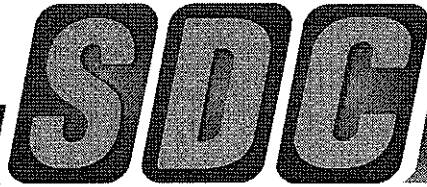
Thank You,

Werner C. Knight
Special Projects Manager
Miller Communications, Inc.

RECEIVED

2011 JAN 31 A 10:14

PROCURING DIVISION
STATE OF WV



www.sdcsecurity.com service@sdsecurity.com
[t] 800.413.8783 805.494.0622 [f] 805.494.8681
801 Avenida Acaso, Camarillo CA 93012 • PO Box 3670, Camarillo CA 93011-3670

Limited Warranty

LIMITED WARRANTY

Security Door Controls (SDC) warrants that all new products sold by us are free from defects in material and workmanship and fit for the purpose intended by SDC when properly installed in accordance with the appropriate factory instructions and template for a period, from the date of shipment as follows:

EmLock Lifetime: Emlock 1500 series electromagnetic locks purchased since January 1, 2006 are warranted for the life of the product.

5 Years: All other SDC products are warranted for 5 years.

The extent of our liability for breach of warranty, when such is shown to our satisfaction, shall be limited to a functionally equivalent replacement, or repair of such product, or part thereof at SDC's sole discretion, when returned, delivery pre-paid to SDC. We shall not, except to the extent this limitation may be precluded by law, be liable for inconvenience, labor costs, lost profit, damages to other property, injury or any other consequential or punitive damages resulting directly or indirectly from any product defect or breach of this warranty.

This warranty is limited to the original purchaser, is not transferable and shall not apply to changes of Oil Rubbed Bronze (613/US10B) finish, which is a living finish designed to change appearance through daily use, lamps, LED's, maintenance, wear and tear caused by normal use, altered product, abuse or negligence.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES OF FITNESS AND MERCHANTABILITY.

SECURITY DOOR CONTROLS

sdsecurity.com service@sdsecurity.com





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

Request for Quotation

RFQ NUMBER
 DJS010320

PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
 TARA LYLE
 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

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Miller Communications, Inc.
 One Wireless Way, STE 100
 Parkersburg WV 26101

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T
O

DIVISION OF JUVENILE SERVICES
 DAVIS CENTER
 BLACKWATER FALLS ROAD
 DAVIS, WV
 26260

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/03/2011	N30	Best Way	Destination	Prepaid

BID OPENING DATE: 02/03/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	EA		450-55		\$12,136.00
<p>***** THE FACILITY NAME AND LOCATION IS: RUBENSTEIN CENTER 141 FORESTRY CAMP ROAD DAVIS, WV 26260 *****</p> <p>DELAYED EGRESS DOOR LOCK SYSTEM</p> <p>Technical assistance and support can be provided via telephone with an hourly rate charged.</p> <p>OPEN-END CONTRACT</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 01/18/2011. QUESTIONS MAY BE SUBMITTED VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Timothy T. Miller</i>	TELEPHONE 304-863-8595	DATE 1-27-2011	
TITLE PRESIDENT	FEIN 55-0565238	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF
 TARA LYLE
 304-558-2544

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MILLER COMMUNICATIONS, INC.
ONE WIRELESS WAY - SUITE 100
PARKERSBURG, WV 26101

DIVISION OF JUVENILE SERVICES
DAVIS CENTER
BLACKWATER FALLS ROAD
DAVIS, WV
26260

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/03/2011				

BID OPENING DATE: 02/03/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305		
				FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV		
				EXHIBIT 3		
				LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.		
				UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.		
				RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.		
				CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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TARA LYLE 304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
MILLER COMMUNICATIONS, INC.
ONE WIRELESS WAY - SUITE 100
PARKERSBURG, WV 26101

SHIP TO

DIVISION OF JUVENILE SERVICES
 DAVIS CENTER
 BLACKWATER FALLS ROAD
 DAVIS, WV
 26260

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p>						

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
 TARA LYLE
 304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
WIRELESS COMMUNICATIONS, INC.
ONE WIRELESS WAY - SUITE 100
PARKERSBURG, WV 26101

SHIP TO

DIVISION OF JUVENILE SERVICES
 DAVIS CENTER
 BLACKWATER FALLS ROAD
 DAVIS, WV
 26260

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/03/2011				

BID OPENING DATE: 02/03/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE</p>						

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
 TARA LYLE
 304-558-2544

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MILLER COMMUNICATIONS, INC.
ONE WIRELESS WAY - SUITE 100
PARKERSBURG, WV 26101

DIVISION OF JUVENILE SERVICES
DAVIS CENTER
BLACKWATER FALLS ROAD
DAVIS, WV
26260

VENDOR

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01/03/2011				

BID OPENING DATE: 02/03/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AGENCY AS A CONDITION OF AWARD.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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:-----TL/32-----</p> <p>RFQ. NO.:-----DJS010320-----</p> <p>BID OPENING DATE:-----02/03/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-863-2595 3786</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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



State of West Virginia
 Department of Administration
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Request for Quotation

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 DJS010320

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 TARA LYLE
 304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Miller Communications, Inc.
 One Wireless Way, STE 100
 Parkersburg WV 26101

 Tel: 304-863-8595

SHIP TO

DIVISION OF JUVENILE SERVICES
 DAVIS CENTER

 BLACKWATER FALLS ROAD
 DAVIS, WV
 26260

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
01/03/2011				

BID OPENING DATE: 02/03/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Werner Knight Miller Communications Tel: 304-863-8595 Fax: 304-863-3786 ***** THIS IS THE END OF RFQ DJS010320 ***** TOTAL: <u>\$12,136.00</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

DJS010320
RFQ for Delayed Egress Door Lock System
for Rubenstein Center located in Davis, WV

The West Virginia Division of Juvenile Services is soliciting bids for an open-end contract for a vendor to supply a delayed egress door lock system.

Products

SDC Exit Check® Single model 1511S or Equal, Delayed egress door locks with exit switch and power supply.

Specifications:

1. SDC Exit Check® Single model 1511S door lock or Equal. Must be single, integrated and surface mounted equipped with Verbal and Digital Annunciation that features the following; Alternating verbal message, verbal countdown and alarm tone, digital countdown display, door release indicator that will provide a clear warning for the safety of persons without prior knowledge of door operation.
 - For use with Single doors
 - Must be equipped with fixed choice of 15 second exit and 1 second nuisance delay or selectable 15 or 30 second exit delay and 1 or 2 second nuisance delay.
 - Must be equipped with Emergency release
 - Integrated 3 position key switch to provide:
 - a) Manual power up
 - b) Lock and Alarm reset
 - c) Timed bypass, adjusted for 1, 15, 20 or 30 seconds
 - Field selectable door prop alarm that will sound when door is left open after selected bypass time has elapsed.

Control Inputs

- Remote access control and REX input, field adjustable for 1, 15, 20 or 30 seconds
- Emergency release input
- Anti tailgate input

Monitoring Output

- Door secure and unlocked output
- Delayed egress activation alarm output

Mechanical Specifications

- Must have a minimum Holding Force / 1650 lbs.
- Maximum Single Dimensions: 11" L x 2 3/4" H x 2 5/8" D

2. SDC Exit Check® or equal 2" model 423 MU "Push to Exit" switch

- With integrated electronic timer
- 30 second relock delay, fixed
- Adjust to 1-60 seconds 12/24 VDC, 2Amp DPST Contact
2" square button
- Wall mount, illuminated push button
- Failsafe mode to release lock when power to the switch is lost
- Retriggerable- pushing the switch at any time restarts the timer cycle
- Finish/Brush stainless steel

3. SDC Exit Check® or equal model 634 RF Access Control Power Supply/Charger

- 4 amp 12/24 VDC
- Auto resetting output circuit protection
- Separate PTC protected battery charger output provide 13.5VDC or 27VDC
- Must have LED System Status Indicator
- Emergency release input

All equipment must comply with Local, State, Federal fire and building safety codes.

4. **Installation**

WV Division of Juvenile Services will be responsible for the installation. Manufacturer's warranty will not be void due to DJS installation.

5. **Warranty**

Standard 5 year warranty on all parts and equipment.

Vendor will provide 24 hr. technical assistance and support via telephone and will respond within 2 hrs of being contacted by agency staff. Vendor will respond by telephone within one (1) hour for emergency calls.

Contract will be awarded to the lowest bid meeting specifications.

Successful vendor must be properly registered with the WV Purchasing Division.

The quantities listed below are the estimated initial order for one (1) year

DJS010320					
Item #	Description / Model	Initial year Qty.	Unit Price	Extended Amount	
1	SDC Exit Check Model 1511S delayed egress lock or Equal	15	691.76	\$10,376.40	
2	Push button manual overrides Model SDC 423 U or Equal	4	75.20	300.80	
3	SDC Power Supply/Charger Model 634RF or Equal	4	364.70	1,458.80	
	Failure to use this form may result in disqualification	TOTAL		\$ 12,136.00	\$
Bidder / Vendor Information: Werner Knight					
Name: Miller Communications, Inc.					
Address: One Wireless Way, Suite 100					
Parkersburg WV 26101					
Phone#: 304-863-8595					
Email Address: wernerk@millercomm.com					

Miller Communications can provide 24 hr technical assistance and support via telephone.

A technician can call back within 2 hours during a normal business day.

Calls to our office outside of normal business hours will send an emergency page to the technician on call and we can call back within 1 hour for emergency calls.

This technical support will be billed at the following service rates with a one hour minimum

\$75 per hour M-F 8:30 am - 4:30 pm

\$115 per hour M-F after hours

\$150 per hour weekend and holidays

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,

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.

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: Miller Communications, Inc. Signed: Timothy T. Miller

Date: Jan 26, 2011 Title: Timothy T. Miller, President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. DSJ010320

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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Miller Communications, Inc.

Authorized Signature: Timothy T. Miller Date: Jan 26, 2011

State of West Virginia

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 26th day of January, 2011.

My Commission expires May 31, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC Janice A. Hutchins

