



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
DEP15558

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CHUCK BOWMAN 304-558-2157

VENDOR

\*501134957      919-510-5969  
 ED AGUIRRE & ASSOCIATES INC  
 1300 C CORPORATION PKWY  
 RALEIGH NC 27610

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 ENVIRONMENTAL REMEDIATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304      304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/01/2011				

BID OPENING DATE: 09/28/2011      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		830-70		
<p>UST INSURANCE FUND INVOICE REVIEW</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED VENDORS FOR A CONTRACT TO REVIEW INVOICES RELATED TO REMEDIATION COSTS AT SITES PREVIOUSLY INSURED BY THE WEST VIRGINIA UNDERGROUND STORAGE TANK (UST) INSURANCE FUND PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, TERMS &amp; CONDITIONS, AND THE ATTACHED BID SCHEDULE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON 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.</p> <p>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.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,</p>						

RECEIVED  
 2011 SEP 26 AM 9:41  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Edward Aguirre</i>	TELEPHONE (919) 510-5969	DATE Sept 22, 2011
TITLE President/Geologist	ADDRESS CHANGES TO BE NOTED ABOVE	

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

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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BID OPENING DATE: 09/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>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.</p> <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>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Edward J. Aguirre</i>	TELEPHONE (919) 510-5969	DATE Sept 22, 2011
TITLE President	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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BID OPENING DATE: **09/28/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 05/26/2009		
				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:      CB-23 RFQ. NO.:      DEP15558 BID OPENING DATE:      09/28/2011 BID OPENING TIME:      1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY):		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Edward Aguirre*      TELEPHONE **(919) 510-5969**      DATE **Sept 22, 2011**  
 TITLE **PRESIDENT**      FEIN      ADDRESS CHANGES TO BE NOTED ABOVE

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



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 Department of Administration  
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BID OPENING DATE: **09/28/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
-----						
***** THIS IS THE END OF RFQ DEP15558 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Edward Aguirre</i>	TELEPHONE <b>(910) 510-5969</b>	DATE <b>Sept 22 2011</b>
TITLE <b>PRESIDENT / Geologist</b>	ADDRESS CHANGES TO BE NOTED ABOVE	

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

DEP15558  
REQUEST FOR QUOTATIONS  
SPECIFICATIONS

The West Virginia Department of Environmental Protection (DEP) is releasing this request for quotations (RFQ) to qualified vendors to review invoices related to remediation costs at sites previously insured by the West Virginia Underground Storage Tank (UST) Insurance Fund.

Background of the Program

A state-managed self insurance fund for underground storage tank insurance was authorized by the West Virginia Legislature in 1990. An insurance policy was developed and distributed to all participants. The WVDEP closed the insurance coverage portion of the program by not renewing policies after October 1, 2000. Senate Bill No. 490 was passed by the Legislature on March 8, 2007 requiring the DEP to submit a proposal for the remediation and reimbursement of fifty-eight (58) sites previously insured under the Fund. Remediation work has continued at many of the sites, and reimbursement of these costs is important. The DEP has continued to collect invoices from those UST owners who have continued to remediate their sites. These invoices have not been reviewed to determine which costs are reimbursable or consistent with industry standards. Additionally, the DEP expects to receive invoices for future work that is carried out in accordance with plans and agreements executed between the DEP and the UST owners. The DEP has recently received appropriations from the Legislature allowing it to retain a vendor who can begin reviewing the invoices and complete the work by December 31, 2012.

Scope of Work

Currently there are approximately 25 sites with active investigation/remediation with agreements in place. Invoices are typically generated on a monthly to bi-monthly basis and are subject to being verified. In addition, there are 21 sites that are pending agreements as funds are appropriated. The scope of work under the associated regulatory program (LUST, VRP, UECA) for the remediation of these remaining 21 sites will be determined when the respective agreements are executed.

1) The vendor selected to carry out this contract will:

- Review and evaluate invoices in accordance with the Scope of Work described above;
- Evaluate invoices to ensure reimbursements do not exceed the limits of liability previously in existence;
- Coordinate activities with the DEP, including assisting the DEP in ensuring sites are conducting remediation work in accordance with agency-approved agreements;
- Ensure that owners have followed the DEP's requirement to obtain three bids for future remediation work;
- Ensure that owners have complied with applicable prevailing wage requirements; attend UST Advisory Committee meetings;
- Assemble and report data as requested;
- Travel to sites for review and evaluation of remediation work at the sites;
- Make recommendations to the Advisory Committee and DEP regarding reimbursement of invoices.

- Within 30 days of contract award the vendor shall submit written procedures for reviewing and evaluation of invoices. Within 10 days of DEP's approval of the vendor's procedures, the vendor shall begin reviewing and processing the existing submitted invoices in accordance with the Scope of Work. Review of the invoices is to be conducted in accordance with the established deductibles and limits of coverage in accordance with the original insurance policy. A representative of the vendor will be present at UST Advisory Committee meetings and will deliver reports to the DEP and the UST Advisory Committee, which will include updates on the status of invoice reimbursement.

2). Procedures and other tasks:

- Handling procedures for invoice processing: The vendor will evaluate an invoice recommending payment or denial of all invoices in accordance with the above Scope of Work. The vendor will prepare recommendations for payments and related records with due diligence and develop an effective written internal quality control review process to minimize errors and avoid duplicate recommendations.
- Provide the names and qualifications of key personnel that will be assigned to work on this project. A person who is responsible and accountable for the vendor's overall operations shall be designated as a contact for DEP.
- Data collection and development of UST information must use the same nomenclature as the DEP and include the DEP UST identification number (convert the claim number to the id number). Any database established will be owned by the state. Any computer software developed by the vendor in connection with the performance of its duties under this contract shall be the property of the contractor, except that the DEP is hereby granted a perpetual non-exclusive license to the software. The license to the DEP shall include possession by the DEP of system specifications and operating procedures.

Requirements / Qualifications

- A professional geologist must be retained on staff (*resume for the professional geologist must be submitted with the bid package which documents this requirement*).
- Individuals working for the vendor must have background work and experience in the following areas (*resumes for each of the individuals must be submitted with the bid package which document these requirements*):
  - 1) At least 10 years of geotechnical construction management and environmental service experience
  - 2) Feasibility studies of environmental sites.
  - 3) Geotechnical investigations.
  - 4) Construction management.
  - 5) Environmental site assessments.
  - 6) Petroleum contamination remediation technologies.
  - 7) Environmental Insurance Audits.

### Bidding

Provide costs as follows:

- 1.0 Invoice Handling Costs – This should include a flat rate per UST Site (UST ID#) that encompasses review, evaluation and recommendation for payment of all invoices reviewed during any given month.
- 2.0 Administrative Costs – This should include all other costs associated with the administration of this contract (travel, personnel, etc.). A cost per month must be submitted on the bid sheet.

### Invoice

All invoices with recommendation for payment will be submitted on a monthly basis to DEP and the UST Advisory Committee. Each recommended invoice for payment must identify the UST ID Number for which services are being invoiced.

### Oversight

The DEP reserves the right to oversee and review documents throughout the contract term.

### Additional Information

In the event of termination of the contract, the vendor shall promptly supply the DEP with all information necessary for reimbursement of any outstanding invoices and return any invoices and related documents in the vendor's possession.

A conflict of interest clause applies to contract/consultants who perform or oversee remediation at UST sites and to the vendor awarded this contract, and/or any of its subsidiaries or sister companies, who shall not perform remediation work at a site during the term of the contract.



**WV Underground Storage Tank Insurance Fund  
DEP15558  
Bid Schedule**

Company Name: Ed Aguirre & Associates, Inc.  
 Address: 1300 C Corporation Parkway.  
 City, State, Zip: Raleigh, North Carolina 27610  
 Phone & Fax No.: (919) 395-5749  
                                   (919) 510-5901 (FAX)

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	50*	Invoice Handling Costs: per UST Site (UST ID#) each	\$125 <sup>00</sup>	\$ 6,250 <sup>00</sup>
2.0	36*	Administrative Costs per month	\$900 <sup>00</sup>	\$32,400 <sup>00</sup>
*Quantities are estimated for bidding purposes. Actual quantities may vary.				
TOTAL				\$ 38,650 <sup>00</sup>

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable

# 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.

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: Ed Aguirre & Associates, Inc.

Signed: [Signature]

Date: Sept 22, 2011

Title: President, Senior Geologist

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

RFQ No. \_\_\_\_\_

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 owned 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 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.

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: El Aguirre's Associates, Inc. Edward G. Aguirre

Authorized Signature: [Signature] Date: Sept 22, 2011

State of NORTH CAROLINA

County of WAKE, to-wit:

Taken, subscribed, and sworn to before me this 22<sup>ND</sup> day of SEPTEMBER 20 11

My Commission expires 09-29, 20 14

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]