



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  
**DEV8076**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**RON PRICE**  
**304-558-0492**

VENDOR

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE

SHIP TO

**WV DEVELOPMENT OFFICE**  
**ADMINISTRATION**  
**BUILDING 6, ROOM 645**  
**1900 KANAWHA BOULEVARD, EAST**  
**CHARLESTON, WV**  
**25305-0311 304-558-0350**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>05/22/2008</b>				

BID OPENING DATE: **06/26/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>0001</b>	<b>1</b>	<b>LS</b>		<b>961-20</b>		
<p><b>FEASIBILITY STUDIES</b></p> <p><b>REQUEST FOR PROPOSAL</b></p> <p><b>OPEN END</b></p> <p>THE WV PURCHASING DIVISION IS CONTRACTING FOR THE WV DEVELOPMENT OFFICE WITH QUALIFIED VENDORS TO PERFORM FEASIBILITY STUDIES OF PROJECTS TO DETERMINE IF THEY COMPLY WITH PROVISIONS OF THE WEST VIRGINIA TOURISM DEVELOPMENT ACT.</p> <p>WRITTEN QUESTIONS MAY BE SUBMITTED UNTIL 4:00 PM EDT ON JUNE 9, 2008 TO THE FOLLOWING:</p> <p><b>RON PRICE</b>  <b>PURCHASING DIVISION</b>  <b>2019 WASHINGTON STREET EAST</b>  <b>CHARLESTON, WV 25305</b>  <b>FAX: 304-558-4115</b>  <b>E-MAIL: RON.N.PRICE@WV.GOV</b></p> <p><b>VENDOR PREFERENCE CERTIFICATE</b></p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

**SIGNED BID TO:**

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



State of West Virginia  
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05/22/2008				

BID OPENING DATE: **06/26/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>( ) 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</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p>( ) BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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  ( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A</p>						

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DATE PRINTED <b>05/22/2008</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/26/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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</p>						

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BID OPENING DATE: 06/26/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</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</p>						

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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 Department of Administration  
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VENDOR

SHIP TO

WV DEVELOPMENT OFFICE  
 ADMINISTRATION  
 BUILDING 6, ROOM 645  
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 CHARLESTON, WV  
 25305-0311 304-558-0350

DATE PRINTED <b>05/22/2008</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/26/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:            SEALED BID</p> <p>BUYER: RP-41</p> <p>RFQ. NO.: DEV8076</p> <p>BID OPENING DATE: 6/26/08</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:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ DEV8076 ***** TOTAL: _____</p>						

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**REQUEST FOR PROPOSAL**  
(West Virginia Development Office - RFP#DEV8076)

**PART 1 GENERAL INFORMATION, TERMS AND CONDITIONS**

**1.1 Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the Department of Commerce, West Virginia Development Office, hereinafter referred to as "Agency", to provide consulting services. This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10b, of the commodity or service being sought and is to be considered the opportunity for vendors to indicate their interest in bidding on such commodity or service.

**1.2 Project:**

The mission or purpose of the project is to solicit proposals from qualified firms regarding their providing consulting services as required in the West Virginia Tourism Development Act [WV Code §5B-3E-1, et seq. (the "Act")]. More specifically, the nature of the consulting services required can be found in the "Instructions" portion of the West Virginia Tourism Development Act application (copy attached).

These services include but are not necessarily limited to: (1) substantiation of accuracy of information contained in the application; (2) due diligence on applicant's principals (those having ownership positions of 10% or more); (3) analysis of applicant's financial structuring of project; (4) analysis of applicant's business plan; (5) analysis of applicant's marketing plan whether project involves creation of new tourism destination or expansion of existing tourism destination; (6) analysis of applicant's feasibility study; (7) determination of commercial viability of project based on information developed in items (1) through (6) above and (8) preparation of written report of this analysis including consulting firm's opinions, conclusions and recommendations resulting from completion of items (1) through (7) above.

**1.3 RFP Format:**

This RFP has four parts. "Part 1" contains general information, terms and conditions; "Part 2" describes the background and working environment of the project; "Part 3" is a statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and special terms and conditions; and "Part 4" explains the required format of the Bidder's response to the RFP, the evaluation criteria the State will use in evaluating the proposals received and how the evaluation will be conducted.

**1.4 Inquiries:**

Additional information inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Ron Price, Buyer Supervisor e-mail ron.n.price@wv.gov  
Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130  
Fax: (304) 558-4115

**The vendor, or anyone on the vendor's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee.** Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

**1.5 Vendor Registration:**

Vendors participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract.

**1.6 Oral Statements and Commitments:**

Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

**1.7 Economy of Preparation:**

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

**1.8 Labeling of RFP Sections:**

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

**1.8.1 Mandatory Requirements.**

Any specification or statement containing the word "must", "shall", or "will" are mandatory. Section 3 contains mandatory deliverables required upon contract execution. By signing and submitting a response to this RFP, the vendor agrees to all mandatory deliverables described herein. Section 4 describes RFP response requirements, which may be mandatory. The vendor is required to meet all mandatory requirements in order to be eligible for consideration and to continue in the evaluation process. Failure to meet or agree to mandatory items shall result in disqualification of the Vendor's proposal and the evaluation process will be terminated for that vendor. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the State.

**1.8.2 Contract Terms and Conditions:**

This Request for Proposals contains all the contractual terms and conditions under which the State of West Virginia will enter into a contract.



### 1.8.3 *Informational Sections:*

All non-mandatory information specifications do not require a response from the Vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

## 1.9 **Proposal Format and Submission:**

1.9.1 Each proposal should be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be the basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the Purchasing Division. All proposals must be submitted to the Purchasing Division prior to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with West Virginia Code §5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

### **Vendors responding to this RFP shall submit:**

One original technical and cost plus five (5) convenience copies to:

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

The outside of the envelope or package(s) should be clearly marked:

Buyer: RP-41  
Req#: RFP #DEV8076  
Opening Date: 06/26/08  
Opening Time: 1:30 pm

### 1.9.4. **Best Value Purchasing Standard Format**

All Requests for Proposals should follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

1.9.4.1 *Evaluation Criteria:* All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

1.9.4.2 *Proposal Format and Content:* Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and will not be opened initially.

1.9.4.3 *Technical Bid Opening*: The Purchasing Division will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation. The Purchasing Division Buyer will confirm that the original packages contain a separately sealed cost proposal prior to providing the courtesy copies to the agency to begin the evaluation process.

1.9.4.4 *Technical Evaluation*: The pre-selected, approved evaluation committee will review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Purchasing Division.

1.9.4.5 *Cost Bid Opening*: Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall schedule a time and date to publicly open and read aloud the cost proposals. The agency and the vendors shall be notified of this date.

1.9.4.6 *Cost Evaluation and Resident Vendor Preference*: The evaluation committee will review the cost proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. In accordance with West Virginia Code §5A-3-37, the Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference 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. A certificate of application is used to request this preference. A West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process.

1.9.4.7 *Contract Approval and Award*: After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring vendor. The final evaluation is submitted to the Purchasing Division buyer. Once approved by the buyer, the final evaluation must be reviewed and approved by the Purchasing Division internal review committee. The contract is prepared and signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties.

#### 1.10 **Rejection of Proposals:**

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

**1.11 Incurring Costs:**

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory prebid meeting or oral presentations.

**1.12 Addenda:**

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

**1.13 Independent Price Determination:**

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

**1.14 Price Quotations:**

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

**1.15 Public Record:**

*1.15.1 Submissions are Public Record.*

All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the bid opening.

*1.15.2 Written Release of Information.*

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greater.

*1.15.3 Risk of Disclosure.*

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

**1.16 Schedule of Events:**

Release of the RFP .....	05/23/08
Vendor's Written Questions Submission Deadline .....	06/09/08
Response to Questions .....	06/13/08
Addendum Issued .....	06/13/08

Bid Opening Date .....

06/26/08

**1.17 Purchasing Affidavit:**

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

**1.18 General Terms and Conditions:**

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

**1.18.1 Conflict of Interest:**

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

**1.18.2 Prohibition Against Gratuities:**

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

**1.18.3 Certifications Related to Lobbying:**

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

*1.18.4 Vendor Relationship:*

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

*1.18.5 Indemnification:*

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

*1.18.6 Contract Provisions:*

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

**1.18.7 Governing Law:**

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

**1.18.8 Compliance with Laws and Regulations:**

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

**1.18.9 Subcontracts/Joint Ventures:**

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

**1.18.10 Term of Contract & Renewals:**

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

**1.18.11 Non-Appropriation of Funds:**

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further

charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

**1.18.12 Contract Termination:**

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

**1.18.13 Changes:**

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

**NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

**1.18.14 Invoices, Progress Payments, & Retainage: (Agency Option if appropriate.)**

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as

documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

**1.18.15 Liquidated Damages:** (Agency Option if appropriate)

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$ N/A (per day, per week, per unit, or some other agreed measure) for failure to provide (deliverables, meet miles stones identified to keep the project on target, or failure to meet specified deadlines) This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

**1.18.16 Record Retention (Access & Confidentiality):**

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

**2.1 Location:**

Agency is located at Building Six, Fifth and Sixth Floors, Capitol Complex, Charleston, West Virginia 25305.

**2.2 Background:**

The objective of the West Virginia Tourism Development Act is to stimulate the creation of new tourism destinations and the expansion of existing tourism destinations within the State. It provides an attractive incentive to applicants whose tourism project applications receive Final Approval. That incentive is the opportunity to recover up to a twenty-five percent return of approved development costs over a ten-year period through Consumer Sales and Service Tax credits at a rate of 1/10th per year. Agency has the responsibility for administering the Act. the contact within Agency regarding matters associated with tourism development project applications and related Vendor involvement/participation is the Manager, Tourism Development.

**PART 3 PROCUREMENT SPECIFICATIONS AND DELIVERABLES**

**3.1 General Requirements:**

Vendor(s) selected will play a vital role for the Agency in its examination of tourism



development projects for which applications are received and Preliminary Approval is granted to any particular project application. Timely and complete performance of Vendor responsibilities will enable Agency to make well informed decisions regarding the ultimate outcome of tourism development project applications previously granted Preliminary Approval.

Because of the possibility of limited resources that would arise with the receipt of multiple applications simultaneously or within reasonably close time parameters, Agency desires to qualify two or more qualified organizations to provide necessary consulting services (as described in **3.2 Scope of Work** below) on an "as needed" basis.

As an example, upon receipt of an application, Agency will initially contact the Vendor with the highest total score based on **4.2 Evaluation Process** and **4.3 Evaluation Criteria** below.

Should multiple applications be received either simultaneously or one within a ninety day period of another, Agency will initially contact the Vendor with the highest total score to determine availability of needed resources. In the event the Vendor with the highest total score does not have additional resources to dedicate to the second project, Vendor must notify Agency in writing. Upon approval of the Purchasing Division, Agency will contact the Vendor with the second highest total score to determine availability of resources. Once the Vendor to perform required services has been determined, the Purchasing Division will negotiate the terms and conditions whereupon Vendor will prepare a WV-48 Agreement that will be submitted to the Purchasing Division for processing.

Upon the granting Preliminary Approval to a tourism development project application by Agency, the following will occur:

- A. Agency will forward copy of application that has received Preliminary Approval to Vendor that is to receive consulting assignment described above using the most expeditious means commercially available. Vendor will conduct an immediate review of information contained in application in the context of Vendor's responsibilities for the purpose of developing cost of consulting assignment. Vendor will communicate cost of assignment to Agency in writing within forty-eight hours of receipt of application. Email or facsimile transmission of letter of quotation is acceptable so long as it is followed by hard copy via U. S. Mail.
- B. Upon receipt of Vendor's quoted cost for consulting assignment, Agency will communicate to applicant that application has received Preliminary Approval in addition to the need for applicant to deposit with Agency an amount equal to Vendor's cost for consulting assignment.
- C. Upon receipt of applicant's payment (in advance) for consulting assignment, Agency will (1) formally assign project to Vendor and (2) place payment in escrow account where it will remain until Agency's receipt of Vendor's Final Written Report providing its conclusions, opinions and recommendations regarding tourism development project.

- D. Upon receipt of Vendor's Final Written Report, Agency releases payment in Escrow Account to Vendor thereby affecting payment-in-full for consulting services performed.

### 3.2 **Scope of Work:**

The responsibility of Agency regarding tourism development project applications is specified in the West Virginia Code [§5B-2E-5(a) through (h)]. The role of the Vendor(s) with regard to applications that have received Preliminary Approval by Agency include but are not necessarily limited to:

#### 3.2.1 Primary Requirements:

- A. Determination that tourism development project likely will have approved costs in excess of one million dollars;
- B. Determination that tourism development project likely will attract at least twenty-five percent of its visitation from outside the State each year;
- C. Determination that tourism development project likely will have a significant and positive impact on the State considering, among other factors:
  - (1) the extent to which the tourism development project will compete directly with or compliment existing tourism attractions in the State and
  - (2) the amount by which increased Consumer Sales and Service Tax revenues from the tourism development project will exceed the credit given to the Approved Company (applicant submitting tourism development project application that receives Final Approval).
- D. Determination that tourism development project likely will produce sufficient revenues and public demand to be operating and open to the public for a minimum of one hundred days per year as well as
- E. Determination that tourism development project likely will produce additional employment opportunities in the State.

#### 3.2.2 Additional requirements:

Additional Vendor responsibilities with regard to tourism development project applications include but are not limited to:

- A. Analysis of financial structuring of project, investment pool, prospective investors understanding of risk and expected return;
- B. Analysis of applicant's business plan;
- C. Analysis of applicant's marketing planning and budget;
  - (1) If project is creation of new tourism destination – appropriate project projections, estimated share-of-market, vendor's analysis of applicant's

market strategy including proposed advertising and promotion planning and budget;

- (2) If project is expansion of existing tourism destination – appropriate project projections for both the expansion project as well as the total business with expansion, estimated share-of-market for expansion project as well as the total business with expansion, vendor's opinion of applicant's justification for expansion project as well as proposed advertising and promotion planning and budget;

D. Analysis of applicant's feasibility study and

E. Determination of commercial viability of project based on information developed by (A) through (E) in "Preliminary requirements" and (A) through (D) in "Additional requirements" above.

### 3.2.3 Timeline for Completion of Consulting Assignment;

Agency will require receipt of preliminary report of Vendor's conclusions, opinions and recommendations with regard to tourism development project application within twelve weeks or eighty-four days of initial consulting assignment or modifications to information contained in original application whichever is the latter.

Upon receipt of Vendor's preliminary report, Agency, possibly in conjunction with other State agencies, will review all information and reply to Vendor with any requests for clarification, elaboration and/or correction. Vendor will comply with Agency's request(s) and resubmit adjusted preliminary report to Agency. This process could conceivably increase overall time required for formal completion of any particular project. Conference calls between Agency and Vendor will be the most expeditious approach to resolution of Vendor submitting Final Written Report.

Upon receipt of Vendor's Final Written Report, Agency will release to Vendor payment for consulting assignment from Escrow Account thereby affecting payment-in-full for consulting assignment.

## PART 4 PROPOSAL FORMAT AND RESPONSE REQUIREMENTS

### 4.1 Vendor's Proposal Format:

Proposals in response to this RFP should be formatted in the same order as the information that follows:

Title page - Should state the RFP Subject and number, the name of the Vendor, Vendor's business address, telephone number, facsimile number, name of authorized contact person to speak on behalf of the Vendor, contact person's email address, date on which proposal is signed and signature by Vendor's authorized representative.

Table of Contents - Clearly identify the material by section and page number.

Section I – Previous related consulting experience:

Previous consulting experience such as that required in this document including but not

necessarily limited to:

- A. Analysis of applicants, their previous business histories as well as their wherewithal to accomplish projects presented in tourism development project applications;
- B. Analysis of project development process emanating from concepts as well as development of expansion projects involving existing operations and/or facilities;
- C. Analysis of business planning of such projects;
- D. Analysis of financial structuring of such projects;
- E. Analysis of investment pool and/or project financing sources;
- F. Analysis of tourism markets impacted by proposed projects including competition, strengths, weaknesses, market share for existing destinations undertaking expansion projects as well as proposed market shares for either expansion projects or new destinations created;
- G. Analysis of marketing plans for either creation of new tourism destinations or expansion of existing tourism destinations including proposed strategies and budgets for advertising/promotion;
- H. Analysis of feasibility studies and
- I. Predictions as to projects described in applications regarding their commercial viability based on vendor performance of (A) through (H) above.

**Section II – Previous “Industry-specific” consulting experience:**

Previous consulting experience in the tourism industry is advantageous to Agency and previous consulting experience in specific tourism industry “sub-segments” would be beneficial to Agency. Previous, direct consulting experience in tourism industry “sub-segments” will result in appropriately higher scores being assigned in 4.2 “Evaluation Process” below.

Respondents should provide examples of analysis in any of the tourism industry “sub-segments” identified in 4.3(C) “Consulting experiences in following industry “sub-segments” below.

**Section III – Organizational references:**

Agency will conduct due diligence on all respondents to this document by communicating with references provided by respondents in 4.3(D) below. Therefore, respondents should provide all necessary contact information regarding three clients for whom previous consulting services were performed. The client contact information should include, but is not necessarily limited to, the following:

- A. Name of client company;
- B. Name of client contact;

- C. Complete mailing address of client company and client contact;
- D. Telephone number of client contact;
- E. Email address of client contact and
- F. Brief description of consulting services performed including identification of industry or, where appropriate, industry "sub-segment" as well as length of time (in working days) required for completion of assignment.

**Section IV - Cost**

Respondents are to provide consulting fee in terms of "cost per hour".

It should be understood that Agency will require an initial meeting with Vendor(s) in Agency offices in Charleston, West Virginia, as follows: (1) Agency discussion of consulting assignments and (2) Vendor(s) presentation of final report of consulting assignment.

**4.2 Evaluation Process:**

**4.2.1 Method of Evaluation:**

Proposals will be evaluated by a committee of five individuals in accordance with the criteria stated. The selection of the successful vendor(s) will be made by a consensus of the evaluation committee.

**4.3 Evaluation Criteria:** The following are the evaluation factors and maximum points possible for technical point scores:

- A. Previous pertinent consulting services ..... 25 Points Possible
- B. Consulting experience in following industries or industry "sub-segments":
  - ( 1) Tourism industry ..... 3 Points Possible
  - ( 2) Hospitality industry ..... 3 Points Possible
  - ( 3) Alpine skiing and other winter-related recreational activities ..... 3 Points Possible
  - ( 4) Whitewater-rafting and other related recreational activities ..... 3 Points Possible
  - ( 5) Entertainment industry ..... 3 Points Possible
  - ( 6) Motorsports industry ..... 3 Points Possible

( 7) Golf industry . . . . .	3 Points Possible
( 8) Equine industry . . . . .	3 Points Possible
( 9) Competitive sports industry (Baseball, football, basketball, soccer) . . . . .	3 Points Possible
(10) Competitive and recreational shooting events and related activities . . . . .	3 Points Possible
C. Organizational references . . . . .	15 Points Possible
D. Cost . . . . .	<u>30 Points Possible</u>
Total . . . . .	100 Points Possible

The cost of each cost proposal will be scored by use of the following formula for all vendors who attained the Minimum acceptable score:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times (?)30 = \text{Price Score}$$

**4.4 Minimum Acceptable Score:**

Vendors must score a minimum of 70% of the total technical points possible. The technical points are listed in (A), (B) and (C) of 4.3 "Evaluation criteria" above: The minimum qualifying score on the technical portion is 49 points. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful Vendor's proposal based on best value purchasing which is not necessarily the Vendor with the lowest price. Cost is considered but is not the sole determining factor for award. The State does reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice, if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right, if necessary, to ask vendors for additional information to clarify their proposals.

**4.5 Cost Proposal Format/Bid Sheets**

Total project cost per hour \$ \_\_\_\_\_

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 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 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](http://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: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



West Virginia  
Tourism Development Act  
Application



West Virginia Development Office  
Capitol Complex, Building 6, Room 504  
Charleston, West Virginia 25305-0311  
Tel: (304) 558-2234 Fax: (304) 558-0449  
(060307)

## INSTRUCTIONS

Completed application to be mailed to:

West Virginia Development Office  
 ATTN: Dan Massey, Director  
 Tourism Development  
 Capitol Complex, Building 6, Room 504  
 Charleston, WV 25305  
 Tel: (304) 558-2234  
 Fax: (304) 558-0449

- I. **Introduction.** The following information will assist potential applicants in understanding the process and requirements embodied in West Virginia Code §5B-2E, the West Virginia Tourism Development Act ("Act"). The objective is to provide a clear and understandable path/time line regarding the application process.
- II. **Fees.** Prior to completing and submitting this application, it should be understood the following fees may be incurred as the result of participating in the "Act" process.
  - A. **Consultant fee.** West Virginia Code §5B-2E requires that, after an application receives preliminary approval, the West Virginia Development Office ("Agency") engage the services of competent consultant(s) to analyze data made available by applicant and such other related material as may be necessary and to prepare a written report of that analysis. The fee(s) charged by consultant(s) for this analysis is the responsibility of applicant. Upon notice of the quoted cost of the study, applicant shall deposit that amount with "Agency" to be held in escrow until completion of those services. Furthermore, applicant shall cooperate with consultant(s) to provide all additional information considered necessary or convenient for preparation of written report.
  - B. **Additional fees.** "Agency" may impose and collect such other fees as may be required for attorneys, appraisers and other agents. The fees charged for these services are the responsibility of applicant and shall be deposited with "Agency" prior to engagement of those services.
- III. **Feasibility Study.** The results of a commercial feasibility study of the tourism development project concept (whether creation of new destination or expansion of existing destination) must be provided at the time of submission of completed application. The cost of feasibility study is the responsibility of applicant.
- IV. **Affidavits of Good Standing.** Applicants (including all individuals having ownership positions of 10% or more in project) must provide as attachments to the application affidavits of their good standing with (1) the Department of Tax and Revenue; (2) Workforce West Virginia (formerly Bureau of Employment Programs); (3) the Workers' Compensation Commission and (4) the Secretary of State.
- V. **Application Process.** In the interest of limiting access to any sensitive information contained in a completed West Virginia Tourism Development Act (WVTDA) application, it should be mailed, along with the completed commercial feasibility study, to the West Virginia Development Office (ATTN: Dan Massey) at above address. Upon receipt by the "Agency" the application will be processed as follows:
  - A. **Application Receipt.** Upon receipt of completed application and commercial feasibility study a internal tracking number will be assigned and recorded along with date of receipt.
  - B. **Internal Review.** Within forty-five (45) days of receipt, application will receive preliminary review by a committee internal to the "Agency" and appointed for this purpose.
    1. If the application receives "Preliminary Approval", applicant will be notified. Included in that notification will be the need for applicant to deposit with "Agency" a "Consultant Fee" as discussed above.

2. If the application does not receive "Preliminary Approval", it is returned to the applicant with the issues of concern noted. Applicant has the prerogative to address those concerns and resubmit a revised application.
- C. Consultant Review And Analysis. Upon receipt of "Consultant Fee", "Agency" will initiate a comprehensive review and analysis of all material contained in the application by an independent consulting firm. Tasks to be included in the consultant's review and analysis are:
1. to substantiate all application information and material
  2. to conduct due diligence on principals (ownership positions of 10% or more), banking, lending and funding references
  3. to conduct a market analysis of the subject of this application (whether creation of new destination or expansion of an existing destination)
  4. to conduct an analysis the financial structuring of the subject of this application
  5. to examine the commercial viability of the subject of this application based on all information developed in 1 through 5 above and
  6. to prepare written report of this analysis
- D. "Agency" Action. Within sixty (60) days of receipt of consultant's review and analysis, "Agency" must review all relevant information and may give final approval to application and may grant to the applicant the status of an approved company. In the event, the project is not approved, applicant will be notified in writing. The decisions by "Agency" are final.
- VI. Information/material requirements. The following information and/or material must be included at the time of submission of the application. It should be noted the application will not be processed for preliminary review until such time as all of the following material has been provided.
- A. Five copies of completed application form
  - B. Five complete and individual sets of the following:
    1. Commercial Feasibility Study
    2. Business Plan:
      - a) Business history
      - b) Description of project including geographic location and project timing
      - c) Marketing plan
      - d) Business and bank references
    3. Business Financial Information:
      - a) Applicant's financial statements for past three years
      - b) Applicant's tax returns for past three years unless audited financial statements
      - c) Latest quarterly tax returns
      - d) If project is a new destination development, provide the following:
        - (1) Annual income & expense projections for ten years
        - (2) Assumptions and notes
      - e) If project is an expansion of an existing destination, provide the following projections of the destination's operation with and without proposed expansion:
        - (1) Annual income & expense projections for ten years
        - (2) Assumptions and notes

- f) Provide a comprehensive explanation regarding economic impact of the project to include how proposed tourism development project:
    - (1) will likely attract at least twenty-five percent (25%) of its visitors from outside the State of West Virginia
    - (2) will likely have development/expansion costs in excess of one million dollars (\$1,000,000)
    - (3) will likely have significant and positive economic impact on the state considering:
      - (a) the extent to which the project will compete directly with or complement existing tourism attractions in the state and
      - (b) the amount by which increased tax revenues from the project will exceed the credit given
    - (4) will likely produce sufficient revenues and public demand to be operating and open to the public for a minimum of one hundred (100) days per year and
    - (5) will likely provide additional employment opportunities in the State of West Virginia.
4. Ownership and Key Management Information
- a) Resume and three professional references of:
    - (1) individuals having an ownership position in excess of 10% (See #7, Page 6 of application) as well as
    - (2) other key management personnel
  - b) Authorization to investigate credit of owners and key management personnel (See "**Authorization**" on Page 19 of application)
  - c) Certificates of Good Standing or the equivalent from each of the following West Virginia State Agencies:
    - (1) Secretary of State
    - (2) Tax Division, Department of Tax and Revenue
    - (3) Workers' Compensation Commission and
    - (4) Workforce West Virginia (formerly Bureau of Employment Programs)

## VII. Special Notes.

- A. By completing and submitting this application, applicant expressly authorizes "Agency" to disclose any and all information contained therein, to other West Virginia agencies and/or persons "Agency" deems necessary and appropriate for evaluation and consideration thereof, including but not limited to the West Virginia Tax Division, "Council" and any consultant engagement pursuant to West Virginia Code §5B-2E-5(d).
- B. Any information deemed by the applicant to be confidential and/or proprietary shall be submitted in a separate, sealed envelope marked accordingly.
- C. The West Virginia Code §5B-2E-3(9) defines project specifics for Entertainment Destination Centers. Based on the uniqueness of these requirements, additional documentation must accompany this type of application containing a detailed explanation how the project parameters conform to WVC §5B-2E-3(9).
- D. Item #22 on Page 15 requires applicant to provide information regarding all permits required for project including issuing agency (whether federal, state or local) along with time required for entire process from submission of application to issuance of permit. Please provide all information regarding any permit applications that have been previously submitted.
- E. All attachments to the application must be signed and dated.
- F. The "Act" Application and all attachments must be legible to be processed.

Application  
West Virginia Tourism Development Act  
Project Tax Credit Program

<b>For WVDO Use Only</b>
Date Rcv'd _____
Log # _____

Date of Application: \_\_\_\_\_

1. **Tourism Development Project** Please indicate nature of tourism development project.

- New tourism destination development     Expansion of existing tourism destination

2. **Tourism Development Project Type** Check appropriate box below.

- |   |   |
|---|---|
| <input type="checkbox"/> Cultural or Historic Site        | <input type="checkbox"/> Lodging on State/Federal Property      |
| <input type="checkbox"/> Entertainment Destination Center | <input type="checkbox"/> Nature or Scenic Area                  |
| <input type="checkbox"/> Historic Lodging Facility        | <input type="checkbox"/> Recreation or Entertainment Facility   |
| <input type="checkbox"/> Lodging & Attraction Project     | <input type="checkbox"/> West Virginia Crafts & Products Center |

3. **General Project Description** Please provide brief, general description of tourism development project. A detailed project description can be provided in #17 (New tourism destination development project) or #18 (Expansion of existing tourism destination) below.

4. **Expertise** Does applicant have previous development/operations experience in the business segment represented by this project? If "Yes", please attach a summary of applicant's experience. If "No", please provide details regarding sources of expertise for this project in space below and attach summary(ies) of appropriate experience:

- Yes     No    ! Applicant summary of experience attached    ! Other summaries of experience attached

5. **Company/Business Information**

Corporate Name and Business Name:

Mailing Address:

Street Address:

Post Office Box:  City:

County:  State:  Zip Code:

Primary Contact:

Name & Title:

Telephone:  Fax:  email address:

Project Location/Address:

Street Address:

City:  County:

State:  Zip Code:

Federal Tax ID Number:

WV Tax ID Number:  NAICS Code:

WV Workers Compensation ID Number:

6. **Taxpayer/Employer Organization** Check appropriate box below.

- Corporation  Partnership
- Limited Liability Partnership  Proprietorship
- Limited Liability Corporation  Subchapter C Corporation
- Non-Profit Corporation  Subchapter S Corporation
- Other - Explain below:

Date Business Established:  Company's Fiscal Year:

State of Incorporation:  Date Incorporated:

Registered Name & Address:

7. **Company Ownership** Please note the following requirements in completing this section: (1) Identify all individuals with ownership positions of 10% or more; (2) If subsidiaries are involved, identify ownership of parent company(ies) and (3) If public companies are involved, indicate if they are publicly traded. Should additional space be required provide continuation of information as an attachment so indicating on last line below.

<u>Name</u>	<u>Complete Mailing Address</u>	<u>Telephone</u>	<u>Social Security Number</u>	<u>Ownership Position (%)</u>
-------------	---------------------------------	------------------	-------------------------------	-------------------------------

--	--	--	--	--

8. If individuals listed in Item 7 above ("Company Ownership") have been convicted of a felony, been in receivership or adjudicated a bankruptcy, been denied a business related license or had it suspended or revoked by any administrative, governmental or regulatory agency please indicate by checking the appropriate box below. If "Yes", provide elaboration as an attachment regarding individual(s), violation(s) and details regarding each.

Yes     No    ! Details are attached

--

9. Is any person identified in Item 7 above ("Company Ownership") currently engaged in one or more business enterprises? If "Yes", provide elaboration pertaining to any such individual (having an ownership position of 10% or more) regarding identity of those organization(s), their complete address(es), dates (incorporation and dissolution, if appropriate) and nature of those business enterprises.

Yes     No

--

10. Has any person identified in Item 7 ("Company Ownership") been previously engaged in any business enterprise in West Virginia? If "Yes", provide elaboration pertaining to any such individual having an ownership position of 10% or more regarding organization, location, dates, nature of business enterprise and current status.

Yes     No

--

11. Has any person identified in Item 7 ("Company Ownership") been previously engaged in any business enterprise in West Virginia under any other names? If "Yes", provide elaboration pertaining to any such individual having an ownership position of 10% or more regarding organization, location, dates, nature of business enterprise and current status.

Yes  No

[Empty text box for elaboration]

12. Has any person identified in Item 7 ("Company Ownership") previously participated in any West Virginia incentive programs as a recipient of any incentives? If "Yes", provide elaboration pertaining to any such individual having an ownership position of 10% or more regarding program, agency, amount and dates

Yes  No

[Empty text box for elaboration]

13. **Counsel**

Counsel: [ ] Contact Name: [ ]

Street Address/P O: [ ]

City: [ ] State: [ ] Zip: [ ]

Tel: [ ] Fax: [ ]

Email address: [ ]

14. **Banking**

Bank of Account: [ ] Branch: [ ]

Account Officer: [ ] Tel: [ ] Fax: [ ]

Street Address/P O: [ ]

City: [ ] State: [ ] Zip: [ ]

Has a contingent banking/lending commitment been made for project?  Yes  No

If "Yes", provide the following information:

Financial Institution: [ ] Branch: [ ]

Account Officer: [ ] Tel: [ ] Fax: [ ]

Street Address/P O: [ ]

City: [ ] State: [ ] Zip: [ ]

Email address: [ ]



15. **Accountant**

Accountant:  Contact Name:

Street Address/P.O.:

City:  State:  Zip:

Tel:  Fax:

Email address:

16. **Maps/Renderings** For “**New**” tourism development project, please provide topographic map(s) with project site(s) clearly defined. For “**Expansion**” of an existing tourism destination project, please provide topographic map(s) with both existing destination location and expansion location clearly indicated differentiating one from the other. Use of WV Division of Highways map for the appropriate county is recommended.

Additionally, please provide available renderings for either a “**New**” tourism development project or the “**Expansion**” of an existing tourism destination project.

- Map(s) attached       Map(s) not attached       If maps not attached, please explain below
- Rendering(s) attached       Rendering(s) not attached       If rendering(s) not attached, please explain below

Before continuing please review the following:

If the subject of this application is a “**New**” tourism development project, complete Item #17 and continue to Item #19.

If the subject of this application is an “**Expansion**” tourism development project, proceed to Item #18 and continue to Item #19.

17. **“New” Project Information**

Provide general description of project in space below.

Please provide the following information.

Project Site:  acres. Total size of all facilities:  square feet

Zoning Classification:

Does Applicant own site?      ! Yes      ! No

If “Yes”, please provide the following information regarding purchase:

Date of purchase:  Purchase price: \$

If "No", please provide the following information regarding mortgage:

Mortgage Holder:

Current Balance: \$

If site is leased, please provide the following information regarding property owner:

Property Owner:

Address:

Lease Terms (Monthly Rent and Length of Lease):

Option to Purchase?  Yes  No

Contract to Purchase?  Yes  No

If "Yes" to either "Option" or "Contract" above, please elaborate in space below.

**18. "Expansion" Project Information**

Provide general description of project in space below.

	<u>Total Project Acreage</u>		<u>Total Project Facilities Area</u>	
Before Expansion	<input type="text"/>	acres	<input type="text"/>	square feet
After Expansion	<input type="text"/>	acres	<input type="text"/>	square feet
Zoning Classification:	<input type="text"/>			

Does applicant own site?  Yes  No

If "Yes", date of purchase:  Purchase price: \$

If "No", please provide the following information regarding mortgage:

Mortgage Holder:

Current Balance: \$

If site is leased, please provide the following information regarding property owner in space below.

Property Owner:

Address:

Lease Terms (Monthly Rent and Length of Lease):

34

Option to Purchase?  Yes  No

Contract to Purchase?  Yes  No

If "Yes" to either "Option" or "Contract" above, please elaborate in space below.

**19. Mining History Regarding Project Site or Contiguous Property**

Has mining occurred on property comprising project site?  Yes  No

If "Yes", provide SMA number(s):

Has project site received appropriate permits for future mining?  Yes  No

If "Yes", provide dates, SMA number(s) and other relevant information in space below.

Has property contiguous to project site been mined or received appropriate permits for future mining?

Yes  No

If "Yes", relevant information in space below

**20. Public Utility Services Needs**

**NOTE:** Applicant is to attach letter from each service provider involved in project: (1) advising of the service provider's current capacity; (2) acknowledging the prospective project and (3) advising the service provider's ability and willingness to accommodate the prospective project's anticipated service needs.

**Water Service Information**

Name of potential or existing provider:

Distance of proposed site to provider's nearest main; size of main and major components required (I.e.; Pump stations, booster stations, storage tanks, etc.)

Distance:  feet      Line Size:  inches

Components:

Has contact been made with utility provider?    ! Yes    ! No

If "Yes", identify individual contacted and conclusions of discussion:

If services will not be provided by existing utility, please describe proposed facilities for site:

[Empty rectangular box]

Estimated usage of service: [ ] gallons/day

**Wastewater Service Information**

Name of potential or existing provider: [ ]

Distance of proposed site to provider's nearest main; size of main and major components required (I.e.; Pump stations, booster stations, storage tanks, etc.)

Distance: [ ] feet      Line Size: [ ] inches

Components:

[Empty rectangular box]

Has contact been made with utility provider?     Yes     No

If "Yes", identify individual contacted and conclusions of discussion:

[Empty rectangular box]

If services will not be provided by existing utility, please describe proposed facilities for site:

[Empty rectangular box]

Estimated usage of service: [ ] gallons/day

Estimated excess capacity of service provider: [ ] gallons/day

Character of wastewater discharge (check all that are applicable):

Domestic       Non-domestic

**Electric Service Information**

Name of potential or existing provider: [ ]

Distance of proposed site to provider's nearest service and major components required, if any:

Distance: [ ] feet      Electric service requirement: [ ]

Has contact been made with utility provider?     Yes     No

If "Yes", identify individual contacted and conclusions of discussion:

[Empty rectangular box]

36 If services will not be provided by existing utility, please describe proposed facilities for site:

Estimated usage of service:

**Telecommunications and/or Other Utility Information**

Name of potential or existing provider and service provided:

Distance of proposed site to provider's nearest service and major components required, if any:

Distance:  feet

Telecommunications or other utility requirement::

Components:

Has contact been made with telecommunications and/or other utility service provider?

Yes     No

If "Yes", identify individual contacted and conclusions of discussion:

If services will not be provided by existing utility, please describe proposed facilities for site:

Estimated service requirement:

21. **Transportation Requirements**

Accessibility to site:

Provide distance from project site to nearest multi-lane highway:

Is site within city limits?     Yes     No

If "Yes", please provide name of city:

Is site zoned?       Yes     No

If "Yes", please provide zoning information:

Identify all roadways to be traveled from project site to nearest WV or U.S. highway:

Identify nearest highway and describe:

Traffic Information:

Provide anticipated daily traffic volume into project site:

Please advise percentage of truck traffic and anticipated GVW limits:

Provide peak hours of traffic into site and anticipated volume(s):

Roadway Improvements:

Provide narrative describing condition of all roadways from site to nearest W.V. or U.S. highway. Include specifics of each roadway with regard to length, width, surface type, shoulder width, drainage characteristics and adequacy of roadway for anticipated traffic volumes. If bridges are involved please indicate and identify. **NOTE:** The WV Division of Highways (DOH) or a DOH approved consultant can provide estimates.

Describe anticipated physical improvements (including traffic controls) required for each roadway to accommodate anticipated traffic volumes. Include estimated costs for improvements and completion timing. **NOTE:** A traffic impact study generates this information. The WV DOH can provide a listing of approved consulting companies to conduct a traffic impact study.

Other Related Roadway Issues:

**22. Permitting Requirements**

In the space provided below, elaborate on all permits required for this project. Provide details regarding ultimate agency responsible for issuance of permit whether federal, state or local. Finally, provide time line(s) anticipated for each permit from date of submission to date of permit issuance. In the event permit applications have been previously submitted, please provide all information pertaining to that application including agency, date of submission and nature of permit application. If additional space is required please provide requested information as an attachment to this application and identify it appropriately.

**Estimated Development Costs**

Land acquisition . . . . .	\$	<input type="text"/>
Site preparation, utilities, access roads, improvements . . . . .	\$	<input type="text"/>
Construction costs . . . . .	\$	<input type="text"/>
Improvements (Existing structures) . . . . .	\$	<input type="text"/>
Machinery and/or equipment . . . . .	\$	<input type="text"/>
Exhibits . . . . .	\$	<input type="text"/>
Other: <input type="text"/>	\$	<input type="text"/>
Other: <input type="text"/>	\$	<input type="text"/>

**Soft Costs**

Architecture & engineering . . . . .	\$	<input type="text"/>
Construction inspection and materials acceptance . . . . .	\$	<input type="text"/>
Legal . . . . .	\$	<input type="text"/>
Interest during construction . . . . .	\$	<input type="text"/>
Accounting fees . . . . .	\$	<input type="text"/>
Appraisals . . . . .	\$	<input type="text"/>
Bonds/insurance . . . . .	\$	<input type="text"/>
Commitment fee(s) . . . . .	\$	<input type="text"/>
Administrative costs . . . . .	\$	<input type="text"/>
Project contingency . . . . .	\$	<input type="text"/>
Other: <input type="text"/>	\$	<input type="text"/>
Other: <input type="text"/>	\$	<input type="text"/>
<b>Total Estimated Development Costs . . . . .</b>	<b>\$</b>	<input type="text"/>



**Proposed Project Financing**  
 (Please attach appropriate letter(s) of commitment)

**Sources:**

Bank Loan . . . . .	\$	<input type="text"/>
Public Source(s):		
<input type="text"/> . . . . .	\$	<input type="text"/>
<input type="text"/> . . . . .	\$	<input type="text"/>
Equity . . . . .	\$	<input type="text"/>
<b>Total Project Funding</b> . . . . .	<b>\$</b>	<input type="text"/>

**Proposed Project Development Timing**

Project Start Date . . . . .	<input type="text"/>
Project Completion Date . . . . .	<input type="text"/>
<b>Total Project Development Timing</b> . . . . .	<input type="text"/> <b>weeks</b>

**24. Full-Time (FT) or Full-Time Equivalent (FTE) Jobs To Be Created**

Please report number of FT and FTE Employees  
for Project

Category	for Project					Salary/Wage Range	Health Benefits Yes or No
	Current	1Yr	3Yrs	5Yrs	10Yrs		
Professional	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Clerical & Admin	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Skilled	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Semi-Skilled	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Unskilled	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**25. Seasonal Jobs To Be Created**

Please describe the number of seasonal jobs to be created after commercialization of a new tourism destination or expansion of an existing tourism destination. Include nature of jobs, salary/wage range and any benefit package included:

**26. Temporary Jobs Created During Construction**

Please describe the number of temporary jobs created during construction. Include nature of jobs, salary/wage range and any benefit package included:

27. **Attendance Projections** (Coming Five Calendar Years After Commercialization)

For “**Expansion**” Tourism Development Project, provide total attendance for **past** five years of tourism destination operation:

<u>Year</u>	<u>In-State Visitors</u>	<u>Out-of-State Visitors</u>	<u>Total Visitors</u>	<u>Out-of-State Visitor Percentage</u>

For “**New**” or “**Expansion**” Tourism Development Project, provide projected attendance for first five years of operation upon completion of project:

<u>Year</u>	<u>In-State Visitors</u>	<u>Out-of-State Visitors</u>	<u>Total Visitors</u>	<u>Out-of-State Visitor Percentage</u>

What method was used in developing annual attendance projections?

28. **Business Operation** (Please check appropriate box indicating nature of business operation)

- Twelve-month operation     
  Seasonal operation     
  Special/scheduled events

If “Seasonal operation” or “Special/scheduled events,” please indicate seasons and numbers of days per year project will be open to the public:

Please indicated the number of days per year the project will be open to the public. \_\_\_\_\_

**29. Marketing Plan**

Does a marketing plan exist?  Yes  No If "Yes", attach marketing plan to application.

If "Yes", identify marketing plan resource:

Company:  Contact Name:   
 Street Address/P.O. :   
 City:  State:  Zip:   
 Tel:  Fax:   
 Email address:

Does a marketing plan include advertising plan?  Yes  No

If "Yes", identify advertising plan agency:

Company:  Contact Name:   
 Street Address/P.O. :   
 City:  State:  Zip:   
 Tel:  Fax:   
 Email address:

If "No", please advise future intent regarding advertising:

Please advise advertising budget for five years upon completion of project and breakdown of in-state and out-of-state advertising expenditures:

<u>Year</u>	<u>Budget</u>	<u>In-State Percentage</u>	<u>Out-of-State Percentage</u>
1 <sup>st</sup> Year	\$ <input type="text"/>	<input type="text"/> %	<input type="text"/> %
2 <sup>nd</sup> Year	\$ <input type="text"/>	<input type="text"/> %	<input type="text"/> %
3 <sup>rd</sup> Year	\$ <input type="text"/>	<input type="text"/> %	<input type="text"/> %
4 <sup>th</sup> Year	\$ <input type="text"/>	<input type="text"/> %	<input type="text"/> %
5 <sup>th</sup> Year	\$ <input type="text"/>	<input type="text"/> %	<input type="text"/> %

Please indicate media utilization planning based on advertising budget information provided above:

	<u>Television</u>	<u>Radio</u>	<u>Newspaper</u>	<u>Magazine</u>	<u>Other</u>
1 <sup>st</sup> Year	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %
2 <sup>nd</sup> Year	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %
3 <sup>rd</sup> Year	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %
4 <sup>th</sup> Year	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %
5 <sup>th</sup> Year	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %

Please indicate primary markets from which project will draw attendance:

<u>Primary Markets</u>	Targeted Percentage of Annual Attendance Projection
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 40px;" type="text"/> %
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 40px;" type="text"/> %
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 40px;" type="text"/> %
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 40px;" type="text"/> %
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 40px;" type="text"/> %
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 40px;" type="text"/> %

What method was used in determining markets and attendance percentages?

**30. Estimated revenue subject to West Virginia Consumer Sales and Service Tax for first ten years of operation following project completion**

	<u>Total Sales</u>	<u>Sales from Existing Facility</u>	<u>Sales from Expanded Facility</u>	<u>Sales from New Facility</u>
1 <sup>st</sup> Year	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>
2 <sup>nd</sup> Year	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>
3 <sup>rd</sup> Year	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>
4 <sup>th</sup> Year	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>
5 <sup>th</sup> Year	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>
6 <sup>th</sup> Year	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>
7 <sup>th</sup> Year	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>
8 <sup>th</sup> Year	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>
9 <sup>th</sup> Year	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>
10 <sup>th</sup> Year	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>	\$ <input style="width: 100%; height: 20px;" type="text"/>

What method was used in developing these sales projections?

31. Please list existing tourism operations and locations in the State of West Virginia similar to this Tourism Development Project

**Application Certification**

I, the undersigned on behalf of the applicant, hereby represent and certify that the foregoing application information, including all attachments, is true, complete and accurate and authorize the West Virginia Development Office to review the credit of applicant and any other information to approve or decline this application.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NOTE:** This following authorization with accompanying signature is required from each\* principal having an ownership position of 10% or more as shown in Item #7 on Page 6 above.

**Authorization**

I hereby authorize the West Virginia Development Office to review my credit and any other information to approve or decline this application.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number