**REQUEST FOR PROPOSALS**

**THE CENTRAL WEST VIRGINIA REGIONAL AIRPORT AUTHORITY**

DRAFT

**THIRD PARTY DEVELOPMENT OF AN AERONAUTICAL FACILITY**

 **AT THE**

 **WEST VIRGINIA INTERNATIONAL**

**YEAGER AIRPORT**

**JULY 2022**

**SECTION I: NOTICE TO POTENTIAL PROPOSERS**

The Central West Virginia Regional Airport Authority (herein after referred to as “Authority” or “Airport Authority”) is issuing this Request for Proposals (“RFP”) for qualified third parties interested in developing facilities that would serve as or support aeronautical facilities on the designated site(s) at the West Virginia International Yeager Airport (“CRW”). Desired aeronautical facilities include, but are not limited to, aircraft storage hangars, aircraft maintenance facilities, aeronautical manufacturing facilities, specialized aviation service operators, or other related facilities that are compliant with all Federal Aviation Administration (FAA) and CRW policies and support the aviation industry. Proposers must be capable of funding, designing, and constructing the proposed facility within the timeframe identified in the RFP. Sealed proposals shall be submitted to the following:

 Mr. Nick Keller

 Airport Director & CEO

 Central West Virginia Regional Airport Authority

 100 Airport Road, Suite 175.

Charleston, WV 25311

Each proposer must submit ***5*** hard copies of the entire proposal, along with one (1) electronic version on flash storage USB device, CD or DVD in a PDF, Microsoft Word (.docx) or comparable format. Proposals not submitted in the manner described herein (including proposals sent solely by facsimile or other electronic means) will be considered nonresponsive and subject to rejection. Proposals submitted after the specified due date and time in this RFP will be rejected as late and will not be accepted. Proposals must be enclosed in a sealed envelope, box or package that is clearly marked ***“Proposal for Aeronautical Facility Development”.***

**Proposals must be received on or before:**

**Thursday, October 27, 2022, at 2:00 PM EDT**

**Each Proposal must be accompanied by a certified or cashier’s check in the amount of $10,000 for each parcel made payable to the Authority to account for the Authority’s time and expense related to soliciting and reviewing proposals and facilitating the lease(s) awarded hereunder.** This $10,000 payment for each parcel will be refunded to each unsuccessful proposer within ten (10) business days of the Authority’s award of the contract(s) to the successful proposer(s).

Any submissions received after the time and date stated above or without the $10,000 fee discussed above will be returned and considered as non-responsive.

A non-mandatory pre-proposal conference call will be conducted virtually on the following date:

**Monday, September 12, 2022 @ 11:00am EDT**

All interested parties shall contact Alan Peljovich (APeljovich@adci-corp.com) to obtain the call-in information. In the meeting, the Authority will provide an overview of the proposed development area and provide **non-binding** responses to questions asked and clarifications requested. Any questions and requests for clarifications must be submitted electronically to Alan Peljovich on or before **Monday, September 19, 2022 @ 4:00PM EDT.** The Authority will provide official written responses on or before **Wednesday September 28, 2022 @ 4:00PM EDT** to all parties that participated in the pre-proposal conference. In addition, the official responses and all other addenda will be posted to the Authority website. Any verbal communications will not be binding upon the Authority.

It is the responsibility of the submitting entity to check for addenda posted and to acknowledge any and all addenda issued in the cover letter to be submitted with the RFP response.

All interested parties waive any and all claims against the Authority arising from any interpretation of the RFP and any addenda issued. It is the sole responsibility of all interested parties to perform all due diligence associated with the submission of proposals and the Authority will not be responsible for interpretation of the specifications and addenda.

The Authority reserves the right to accept or reject any or all proposals received and/or to waive minor irregularities and formalities and to accept the proposal that is determined to be the best interest of and most advantageous to the Authority.

Once the RFP is issued, interested parties are expressly prohibited from communicating with any Authority employee or Authority Board member. All communication regarding the RFP shall be directed to the Airport’s Project Manager:

Alan Peljovich, ADCI

Phone: (410) 935-6975

E-mail: APeljovich@adci-corp.com

Proposers shall not contact any member of the Airport staff or any Authority Board members between the issuance date and the Airport Authority meeting date where the recommendation for award will be an agenda item for consideration by the Airport Authority. Direct contact may result in a proposer’s submission being rejected due to non-compliance with this non-solicitation provision.

**Anticipated Award Date: December 7, 2022**

 **SECTION II: INSTRUCTIONS FOR POTENTIAL PROPOSERS**

Please read the requirements thoroughly and ensure that the proposal complies with all requirements noted. **Any variation from the RFP requirements and sample contract terms must be clearly indicated in writing, on a point-by-point basis in the proposal, attached to and made a part of the submission.** The Authority reserves the right to accept or reject any variation requested. If no exceptions are noted and agreed to by the Authority, the successful submitting entity will be required to enter into the Agreement as specified under the sample contract form and the information included in this RFP.

1. **PURPOSE:** The purpose of these specifications and sample Land Lease and Development Agreement is to outline the Authority requirements in order to enter into an agreement for:

**THIRD PARTY DEVELOPMENT OF AERONAUTICAL FACILITIES AT**

 **THE WEST VIRGINIA INTERNATIONAL YEAGER AIRPORT**

1. **INTENTION:** The background and specifications provided under this RFP and sample Land Lease and Development Agreement shall meet all requirements as identified herein. There is no intention to disqualify any proposer that can competently meet these requirements.
2. **SUBMISSIONS:** Submissions shall include a cover letter signed by a person authorized to commit the proposer to the terms and conditions being proposed. The cover letter shall contain an acknowledgement of any addendum(s) received and shall identify the point of contact for the proposal.Submissions must be submitted on or before the time and date indicated in this RFP. Failure to meet the requirements contained in this RFP will result in the submissions being considered non-responsive.
3. **PREPARATION OF SUBMISSION:** The proposer’s name and authorized signature must appear on each page that calls for this information. Any costs associated with development of a proposal will be at the sole expense of the proposing entity.
4. **ALTERATIONS/AMENDMENTS TO SUBMISSION:** No proposal may be withdrawn after the deadline without acceptable reasons submitted in writing, and only after the written consent of the Authority, which consent shall be at its sole discretion.

1. **SUBSTITUTIONS/CANCELLATIONS OF SUBMISSION:** No substitutions or cancellations will be permitted without the prior written approval of the Authority, at its sole discretion.

(8) **EXCEPTIONS TO REQUIREMENTS AND SAMPLE CONTRACTS:** The proposers shall attach to the submission a detailed list of any exceptions to the RFP requirements and sample contract included as Attachment B- Land Lease and Development Agreement. All exceptions to either the RFP or the sample contract shall be listed on a point-by-point basis with the recommended change. The Authority reserves the right to accept or reject any or all exceptions at its sole discretion. The materiality of the proposed changes will be included as part of the evaluation process.

(9) **TIME ALLOWED FOR ACTION TAKEN:** The Authority reserves the right to hold proposals received for up to sixty (60)calendar days after the proposal due date deadline without acting. Proposers are required to abide by the terms of their proposals for same period of time.

(10) **TIME ALLOWED FOR EXECUTION OF CONTRACT:** The successful proposer will be required to finalize a contract with the Authority for presentation to the Airport Authority for approvalafter receiving notification of a recommendation of award of the contract within ten (10) working days. If contract negotiations are not completed in that timeframe, the Authority will cease negotiations with that proposer and engage in negotiations with the next highest ranked submitting entity.

1. **RIGHT TO REJECT/REWARD/WAIVE IRREGULARITIES:** The Authority reserves the right to reject any or all submissions, to waive minor irregularities and informalities, to accept or reject any written exceptions noted, and to make such awards of contract as may be deemed to be the best value and most advantageous to the Authority.
2. **INDEMNITY:** The successful submitting entity ("Indemnitor") shall fully indemnify, defend, save and hold harmless the Authority and their officers, agents, representatives, contractors, and employees (collectively, "Indemnitees") from and against any and all liability, loss, damages, claims, demands, suits, and causes of action of any nature whatsoever asserted against or recovered from the Authority on account of injury or damage to person including, without limitation on the foregoing, premises defects, workers’ compensation and death claims, or property loss or damage of any other kind whatsoever, to the extent any injury, damage, or loss may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part: (i) successful proposer’s performance under the Agreement; (ii) successful proposer’s occupancy of the Premises and any and all activities associated with the successful proposer's use of the Premises; (iii) the violation by the successful proposer, its officers, employees, agents, contractors, subcontractors or representatives of any law, rule, regulation, ordinance, or government order of any kind pertaining, directly or indirectly, to the Agreement; (iv) the exercise of rights under this Agreement; or (v) an act or omission on the part of successful proposer, its officers, employees, agents, contractors, subcontractors or representatives pertaining to the Agreement, regardless of whether the injury, damage, loss, violation, exercise of rights, act, or omission is caused or is claimed to be caused by the contributing or concurrent negligence of Indemnitees, or any of them, but not if caused by the sole negligence of Indemnitees, or any of them, unmixed with the fault of any other person or entity, and including all expenses of litigation, court costs, and attorneys’ fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident. The successful proposer covenants and agrees that, if any of the Indemnitees is made a party to any litigation against the successful proposer or in any litigation commenced by any party, other than the successful proposer relating to the Agreement, successful proposer shall, upon receipt of reasonable notice regarding commencement of litigation, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend any of the Indemnitees in all actions based thereon with legal counsel satisfactory to the Authority, and pay all charges of attorneys and all other costs and expenses of any kind whatsoever arising from any the liability, injury, damage, loss, demand, claim, or action.

(13) **ADDENDA:** Submitting proposers shall carefully examine the Requirements and Instructions to submitting proposers. Should the proposer find discrepancies in, or omissions from the requirements or other documents, or should the proposer be in doubt as to their meaning, the proposer should be responsible for requesting written clarification or submitting the question electronically to Alan Peljovich at *APeljovich@adci-corp.com*  on or before the due date for question or clarification submittals identified in this RFP. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda posted on the Airport Website and transmitted electronically to all potential proposers who participated in the pre-proposal conference call. No verbal responses shall be binding upon the Authority. All Addenda issued to alter the conditions or requirements contained herein shall be acknowledged by proposers in the submission cover letter.

 (14) **SYNONYM:** Where in this RFP package the term “development” is used, its meaning shall refer to the funding, design, construction, and operation of an aeronautical facility on the proposed site at the West Virginia International Yeager Airport.

**SECTION III: INFORMATION TO PROPOSERS**

1. **Invitation**

The Central West Virginia Regional Airport Authority (hereinafter referred to as “Authority”) requests submission of proposals from interested parties for the funding, development, and operation of an aeronautical facility or facilities on the designated site(s) at CRW. The Authority’s specific goals for the RFP include, but are not limited to, the following:

i. Identifying a proposer or proposers who will enter into a Land Lease and Development Agreement with the Authority whereby the successful proposer(s) will fund, design, develop, and operate an aeronautical facility. Attachment A attached identifies the three parcels that are available for development. Proposers will be responsible for complying with all Authority development and building code requirements and satisfying all applicable FAA policies, rules, and regulations.

ii. No FBO related services will be provided to the leased premises as part of the Land Lease and Hangar Development Agreement. Fuel may be purchased from the FBO. Any other FBO services desired including, but not limited to, aircraft movement, site maintenance, marshalling, etc., may be purchased from the FBO through a services agreement.

iii. The use of the leased premises shall be in compliance with the Rules and Regulations and Minimum Standards, as may be amended from time to time and the permitted uses identified in the Land Lease and Hangar Development Agreement.

iv. Proposers may bid on one, two, or all three of the parcels. Proposers are to clearly specify in their proposal which site(s) identified in Attachment A they propose to develop. Each proposer may specify the size and orientation of buildings they propose. The Authority submitted a pen and ink airport layout plan change to the Federal Aviation Administration in May of 2022 showing each parcel with a 60x60 hangar and apron connecting to Taxiway C. A change in building size or layout will require the Authority to update the airport layout plan. It is the intent of the Authority to close Taxiway C as movement area and convert to apron and construct additional apron in phases beginning in the Summer of 2023 between Taxiway C and Taxiway B from the intersection with Twy C and B2 to the South. The Authority is in the process of a supplemental environmental assessment for general aviation development with a targeted goal of final submittal to the Federal Aviation Administration on December 13, 2022.

 Building size requirements are as follows:

1. Parcel One: Total Square Footage: 14,000 sq. feet with a maximum size of 125’ x 112’, including required setbacks.
2. Parcel Two: Total Square Footage: 14,000 sq. feet with a maximum size of 125’ x 112’, including required setbacks.
3. Parcel Three: Total Square Footage: 14,000 sq. feet with a maximum size of 125’ x 112’, including required setbacks.

v. Proposers are to identify the intended use for the facility as follows:

1. If the facility is to be used for commercial aeronautical activities (i.e., revenue producing activities) including, but not limited to, maintenance, transportation, manufacturing, avionics, cargo, aircraft restoration, etc., proposers shall provide an estimate of the estimated number of employees and the projected payroll amount anticipated, projected annual sales, and estimated fuel purchase requirements.
2. If the facility is to be used for non-commercial aeronautical purposes such as aircraft storage, proposers shall provide an estimate of the annual fuel purchases.

vi. Proposers must describe in their proposal in narrative detail the design concept and proposed usage to include the aeronautical activity to be conducted. Proposers shall be solely responsible for obtaining all required permits that all applicable building codes require and FAA approvals for the intended use.

vii. The successful proposer will be required to deposit with the Authority upon execution of the Agreement by both parties, a payment of one year of the applicable land rental requirement(s).

viii. The successful proposer(s) must commence construction within six (6) months from the date of execution of the contract. Commencement for the purposes of this paragraph shall include the submission of complete, final construction plans and drawings to the Authority and applicable building official for review, permitting, and receipt of the necessary written approvals and building permit from Authority and other applicable government agencies as applicable, and the execution of a contract with the Lessee’s construction contractor. Successful proposer(s) shall provide the Authority with its proposed plans and specifications including placement of the facility when those plans and specifications are 30% complete within sixty (60) days of the date of the Land Lease and Hangar Development Agreement and the Authority shall then have ten (10) business days to review those plans for finish, color, and other aesthetics to ensure they comply with the Authority’s campus and overall plan for airport aesthetics and decide whether to approve or reject the plans. Successful proposer(s) shall also provide the Authority with its proposed plans and specifications including placement of the facility when they are 60% complete and again when they are 100% complete. The Authority shall have ten (10) business days to review each of these submissions and approve such plans. If the Authority withholds its approval of any plan submission as required in this paragraph, the parties agree to work in good faith to resolve any outstanding issues. Once approved, no material changes to the plans and specifications (other than further development of the 30% and 60% plans) shall be made without additional written approval from the Authority. Construction must be completed within twelve (12) months from the date of commencement.

ix. Failure to commence construction in the timeline identified above will result in the termination of the Agreement with the Authority, forfeiture of all payments made to date to the Authority, and the proposer shall have no further rights to the property and the Authority will be free and clear to pursue other opportunities. The successful proposer waives all rights to the property and will not be reimbursed for any expenses incurred if the development is not commenced as called for in this RFP.

x. The successful proposer shall maintain the premises over the term of the Land Lease and Hangar Development Agreement with the Authority in accordance with the terms and conditions of the Agreement such that the facility is in good condition, normal wear and tear excepted, upon expiration of the Base Term or Option Term, if exercised.

xi. The Authority will provide water, sewer, and gas to a point close to the border of the site with the exact location to be coordinated with the Authority. The successful proposer must coordinate its connection to these and other utilities (if any) with the Authority and must adhere to the Authority’s reasonable requests regarding the time and location of connections. The successful proposer shall be responsible for all costs of utility connects from the source point to the new facility.

xii. The successful proposer shall be solely responsible for the costs all utilities, taxes, permits, and assessments (if applicable) for the premises.

xiii. The lease shall be for a Base Term of twenty (20) years from the date of occupancy of the facility. In addition to the Base Term, provided the lessee is in compliance with all the terms and conditions of the Agreement, lessee may request an additional twenty (20) year Option Term. In order to have the right to request the Option Term, lessee must request in writing to exercise the Option Term a minimum of twelve months but no more than eighteen (18) months prior to the expiration of the Base Term. If the lessee makes such a request and is in compliance with the terms and conditions of the Agreement, the Authority shall have the right in its sole discretion to approve or reject the lessee’s request for the Option Term. The Authority shall respond with its approval or rejection of the Option Term within sixty (60) calendar days of the submission request date.

xiv. Land Rent shall be established based upon the intended use for the site (commercial vs. non-commercial) as well as, in the case of commercial development, the number of jobs created at the site. The Land Rental rate will be applied to the total size of the parcel(s) leased and not just the building footprint.

Land Rental rates for the first five (5) years following occupancy are as follows:

* $1.25 per square foot Non-Commercial
* $1.05 per square foot Commercial (up to 10 employees)
* $0.99 per square foot Commercial (greater than 10 employees)

Rent shall be assessed at fifty percent (50%) from the date of execution of the Agreement until the date of the issuance of the certificate of occupancy. Land Rent payments shall be due annually and payable in advance on the date of issuance of occupancy and on each anniversary date of occupancy. Any deposited Land Rent that has not been applied against rental payments due from the execution of the Agreement until the date of the issuance of a certificate of occupancy will be credited to future amounts due.

xv. The rental rate will be subject to adjustment commencing on the anniversary date of occupancy every five (5) years with the adjustment being the total of the Consumer Price Index for the Charleston region for the previous five-year period aggregated, or an increase of seven percent (7%) whichever is greater.

The Authority reserves the right to reject any proposal which, in the Authority's sole opinion, does not meet the qualifications.

1. **Site Location**

The Authority will be responsible for providing roadway access to the site(s) identified in Attachment A.

The sites will be provided to the successful proposer(s) “as/where is”.

1. **Land Lease and Development Agreement and Performance Bond**

The successful proposer will enter into a Land Lease and Hangar Development Agreement (Attachment B). Proposers are to identify any exceptions and proposed alternatives to the sample agreement in their proposals. The Authority reserves the right to accept or reject the proposed exceptions at its sole discretion. The level of exceptions noted in the proposal will be factored into the evaluation process.

In addition to the first year Land Rent payment, prior to the commencement of construction, the successful proposer(s) shall provide a Performance Bond in the full amount of the cost of construction issued by an institution authorized to conduct business in the State of West Virginia, which shall name the Authority as obligee or co-obligee and remain in full force and effect until the certificate of occupancy is issued. If the development is not commenced or completed within the timeframes identified in the RFP, in addition to the forfeiture of the first year Land Rent payment, the Performance Bond will be drawn upon by the Authority to ensure prompt completion of the construction and issuance of a certificate of occupancy. The successful proposer and its contractors shall not be allowed access to the Premises to perform any construction activity until the required Performance Bond has been furnished to the Authority.

1. **Development**

The successful proposer(s) shall be required to fund, design, construct, and operate the facility according to federal, state, and local codes and standards (including but not limited to those of the FAA and Authority), in conformance with the authorized uses contained in the Agreement, and in compliance with the other terms and conditions contained in the Agreement. Plan review and submission must be coordinated with the Airport Director and CEO, or designee, to ensure coordination and to ensure no other Airport tenants are adversely affected by the development. A detailed schedule must be provided in the submission. It is the intent of the Authority for the facility to have an attractive exterior (ex. cut face block or painted metal panels). Proposers shall include in their submission a summary of their general design that is being contemplated. Areas to be addressed must include the following:

a) Building exterior proposed

b) Interior finish proposed

c) Electrical service included

d) Hangar door system and controls

e) Level of insulation (if applicable)

f) Other interior improvements contemplated

g) Ceiling height and lighting

h) Roofing system

j) Storm drainage

k) Exterior landscaping

l) Mechanical system proposed (if applicable)

m) Vehicle parking areas on site (location and number of stalls)

n) Hangar door opening dimensions

o) Passage door locations

p) Plumbing and sewer requirements

q) Mechanical room location and contents (if applicable)

r) Construction of apron and connecting apron to taxiway C

**5. Operations**

The successful proposer(s) shall be responsible for providing all day to day and major maintenance for all improvements on the site. Authority will be responsible for all snow removal on the road and taxiway to the site which will be coordinated with the Lessee. Lessee shall be responsible for all maintenance, snow removal, and ice removal for all paved surfaces on the site. Lessee shall be responsible for installing and maintaining access control at all Air Operations Area access points in accordance with the Airport Security Program.

**6. Funding and Concession Revenue**

Proposers must provide as part of their proposal a projected budget for the construction of the project to include all hard and soft costs. In addition, the submitting entities must provide a projection of fuel purchases for the aircraft occupying the premises. For commercial aeronautical operations, proposals shall include any projected sales that would be eligible for concession revenue. The Authority will assess a two percent (2%) concession fee on all gross sales for any commercial aeronautical revenues generated from the use of the premises. Proposers shall provide in their proposal a letter from a bank or other lending institution that the entity has pre-approved the funding for the project. If the project is being paid for by the proposer without a loan, proposer must provide a letter from the proposer’s financial institution confirming that the proposer has sufficient liquid capital available to fund the project as proposed.

**7. Submission Scoring Criteria and Evaluation**

A selection committee will be established by the Authority to evaluate and score, according to the schedule listed below, all submissions received. Criteria for scoring includes:

|  |  |
| --- | --- |
| **Criteria** | **Points** |
| 1. Whether the proposed development is for commercial aeronautical purposes and the level of employment.
 | 15 |
| 1. Compliance with the specification requirements and materiality of exceptions noted.
 | 35 |
| 1. Proposed design and timeline for completion.
 | 35 |
| 1. Investment level and proof of financing.
 | 15 |
| Total | 100 |

The Authority reserves the right, at its sole discretion, to award one, two, or three of the available parcels depending on the scoring of the proposals received and how they support the strategic goals of the Authority.

**8. RFP Submission**

A) Cover letter signed by a person authorized to bind the proposing entity to the terms and conditions contained in the submission. The cover letter shall include a statement of understanding of the project, the proposed project point of contract, and a statement of acknowledgement of the receipt of any addenda.

B) An outline of the proposed construction to include a general description of the design of the facility including the specific points identified in the RFP.

C) Statements as called for by the lending or funding institution.

D) A projected budget and timeline for construction.

E) Whether the proposal is for a commercial aeronautical activity or a non-commercial aeronautical activity. If for a commercial aeronautical activity, the proposal must identify the level of employment, projected gross revenues, and projected fuel usage. If for a non-commercial activity, the proposal must include a projection of fuel usage, the type of aircraft to be stored in the facility, and other intended uses.

F) A detailed listing of all exceptions noted to the RFP and sample Agreement.

G) The completed questionnaire included in the RFP.

**9. Expenses**

All expenses incurred by the submitting entity in preparing its response to this RFP shall be borne solely by the submitting entity.

**10. Conflict in Language**

In the event of any discrepancy between the information in the RFP and the Agreement, the terms of the Agreement shall prevail. The Authority reserves the right to modify and/or amend the attached Agreement prior to final execution. The RFP submission will be an exhibit to the final Agreement.

**QUALIFICATION AND BUSINESS INFORMATION QUESTIONNAIRE**

I. **Name of Submitting Entity**

Name of firm (exactly as it is to appear on the Agreement):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principal office address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone & Fax number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Form of business entity: (check one)

\_\_\_\_\_\_\_\_\_\_ Corporation

\_\_\_\_\_\_\_\_\_\_ Partnership

\_\_\_\_\_\_\_\_\_\_ Individual

\_\_\_\_\_\_\_\_\_\_ Joint Venture

* + 1. **Corporation Statement**

If a corporation, complete the following:

Date of incorporated: \_\_\_\_\_\_\_\_\_\_\_\_\_ Place incorporated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is the corporation authorized to do business in West Virginia? (Check one)

 Yes, No If so, as of what date? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

II**. Corporation Statement Continued:**

The corporation is held: (check one): \_\_\_\_\_\_\_ Publicly \_\_\_\_\_\_\_ Privately

Furnish the name and title of each officer of the corporation:

**OFFICERS:**

1. **PARTNERSHIP STATEMENT**

If a partnership, complete the following:

Date of organization: General partnership or

Limited Partnership

Partnership Agreement recorded? Yes No

\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Book Page County

Is the partnership authorized to do business in West Virginia? Yes No

Name, address, and partnership share of each general partner:

NAME ADDRESS % SHARE

1. **Joint Venture Statement**

If a joint venture, answer the following:

Date of organization: Joint venture recorded? Yes \_\_\_\_\_\_ No

\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Book Page County

Has the Joint Venture done business in West Virginia? Yes No**\_\_\_\_\_\_**

Name and address of each Joint Venture member and percent of ownership of each:

NAME ADDRESS % SHARE

V.  **Financial Information**

1. Surety Information

Have you ever had a bond or surety canceled or forfeited?

 Yes, No If yes, state name of bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

B. Bankruptcy Information

Have any persons listed under the corporation, partnership, and joint venture statements ever been declared bankrupt or entered into a Creditor's Composition Agreement?

 Yes, No If yes, state date, court jurisdiction, amount of liabilities, and amount of assets as applicable.

VI. **References**

List at least three (3) persons or firms with which the proposer has conducted business with within the last five (5) years.

**Reference No. I**

Name:

Firm:

Title:

Address:

Phone:

Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Financial References Continued:**

**Reference No. 2**

Name:

Firm:

Title:

Address:

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Reference No. 3**

Name:

Firm:

Title:

Address:

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_