

**I. OVERVIEW**

The West Virginia Department of Transportation, Division of Highways (WVDOH) is soliciting proposals from qualified parties for the operation of guided public tours along the inspection walkway of the New River Gorge Bridge (NRG Bridge) at Fayetteville, Fayette County. All interested parties must attend a mandatory Pre-Bid Conference on September 21, 2018, at the Canyon Rim Visitor Center at Fayetteville, WV.

The following tentative schedule of events will apply:

September 7, 2018	Submission to WVDOH of Expression of Interest
September 21, 2018	Review of NRG Bridge Area and Pre-Bid Conference
October 26, 2018	Proposals due

WVDOH will determine by November 30, 2018, if there is a successful bidder.

WVDOH may reject all proposals and there is no guarantee that any proposal will be selected. It further reserves the right to waive minor irregularities in proposals, utilize any and all ideas submitted in the proposals received unless those ideas are covered by legal patent or proprietary rights and generally adapt any or all of the company's proposal in developing contract language. Nothing contained herein shall be deemed an offer to enter into a contract by the WVDOH or be interpreted as making a representation or giving any assurance that a contract will be entered into or that the WVDOH is in some fashion obligated. Should the WVDOH be unsuccessful in negotiating a contract with the selected company or entity within a time frame acceptable to the WVDOH, the WVDOH may begin contract negotiations with another company responding to this request for expressions of interest, reject all responses, re-advertise or take such other action as the WVDOH may deem appropriate. In no event shall the WVDOH be liable for any cost incurred by any interested party in responding to this request for proposals.

At the time of submission of Proposal, the Operator must be registered with the West Virginia Secretary of State to do business in West Virginia and have a valid business license in West Virginia.

**II. SCOPE OF WORK**

Any contract entered into as a result of this request for proposal shall confer upon the Operator the rights and responsibilities to operate guided tours along the inspection walkway of the NRG Bridge and appropriately utilize adjacent WVDOH right of way as part of the tours subject to the following provisions:

**A. Term**

The initial term of the Agreement shall be for five (5) years, beginning at 12:01 AM on the effective date of the Agreement, and the Agreement shall terminate, save early termination, at midnight five years thereafter. This Agreement may be extended on a year-to-year basis for a maximum of five (5) years after the initial term at the option of the WVDOH.

**B. Operations**

The Operator may conduct guided tours seven (7) days per week, between the hours of 6:00 AM and 11:00 PM. Operator shall not be permitted to conduct tours during the Bridge Day event (including setup and breakdown time associated with Bridge Day), currently held the third Saturday of October each year, unless Operator obtains written approval of the Bridge Day Commission to conduct tours during any portion of the Bridge Day event. Tours may be suspended by the WVDOH during bridge or roadway inspections; bridge or roadway maintenance, construction or other activities; emergencies as determined by the WVDOH or other authorized agencies; or for non-compliance by Operator with the contract between Operator and WVDOH. The Operator shall not be entitled to any compensation for loss of profits or otherwise from WVDOH associated with such suspension of tours.

**C. Equipment and Facilities**

The Operator shall provide all personnel, and equipment, tools, machinery and all other supplies necessary to operate the guided tours. WVDOH must approve the manner and methods by which Operator will attach any item, including, but not limited to equipment, signage and machinery to the NRG Bridge. Upon termination of agreement or expiration of term, the Operator shall have sixty (60) days to remove all equipment from the NRG Bridge, or shall forfeit such equipment. The Operator shall not be paid any salvage value or other payment for any equipment. Bidders should assume that none of the equipment installed by the current Operator will be available for use under the awarded contract.

**D. Safety and Security**

Appropriate safety and security measures in compliance with all applicable laws, rules and regulations are to be provided by Operator and Operator shall have a written Safety Plan and written Emergency Operations Plan. The Operator recognizes, and its safety program shall address, the inherent risks to tour participants including, but not limited to, the risks that participants of various ages and fitness levels may be exposed to extreme temperatures, wet surfaces, icy surfaces, stairs and extreme heights. The Operator further recognizes that the NRG Bridge carries US 19 which is part of the National Highway System (Appalachian Corridor L) and is a critical transportation infrastructure and as such, may be a target of individuals or groups seeking to damage or destroy the bridge and/or roadway. The Operator's Emergency Operations Plan shall address the process for prompt reporting by Operator to law enforcement and WVDOH of suspicious activity by tour participants and others on the NRG Bridge as observed by the Operator's employees. The WVDOH and local emergency responders shall be provided by the Operator, at no cost, a key or other appropriate means of access to all gates installed by Operator. No person, including, but not limited to employees of Operator, tour patrons and personnel of any form of news media utilizing Operator's tour equipment, shall be permitted by Operator to leave the confines of the inspection walkway or to access any other structural component of the NRG Bridge, for any purpose.

**E. Permits, Approvals, and Coordination**

Operator shall be wholly responsible for obtaining all necessary permits and approvals from any governmental entity, including but not limited to the National Park Service (NPS). Operator shall be responsible for all coordination with any governmental or private entity, including CSX Transportation.

**F. Payments to WVDOH**

All payments shall be made to WVDOH within sixty (60) calendar days of completion of the calendar year. The payment shall be accompanied by a financial report which accurately depicts the Operator's gross revenue upon which the payments is based. Proposals shall include the proposed payment structure (percentage of sales, flat fee, combination of both or other alternative payment method) the Operator intends to remit to the WVDOH and must represent current fair market value for use of the inspection walkway for tour purposes pursuant to the provisions of § 23 C.F.R. 710.403.

**G. Operating Program/Annual Report**

The Operator shall file annually with the WVDOH on or before October 1 an Operating Plan which includes the Operator's Safety Plan and Emergency Operations Plan regarding the guided tours. Such plan shall identify hours of operation, marketing, and any other pertinent aspect of the tours. Operator shall also file an audited financial report annually with the WVDOH and remain in good standing the West Virginia Secretary of State.

**H. Training/Personnel/Safety/Security**

Operator shall hire and train all tour guides and all tour guides shall have sufficient expertise, training and experience to perform the tour services in accordance with the contract. The Operator shall screen all patrons for fitness for the walking tour.

**I. Reporting/Auditing**

Operator shall maintain appropriate financial records (in accordance with Generally Accepted Accounting Principles) and, upon request, shall make all financial records for the previous five (5) years associated with all aspects of guided tours available to the WVDOH. Operator shall be responsible for and shall provide to the WVDOH upon request evidence of payment of all taxes and fees, and payment of Operator's vendors and any approved sub-contractors.

**J. Agreements between Operator and Other Parties**

Operator shall have no right to (a) assign the Agreement, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of the services without the prior written consent of WVDOH which may be withheld as WVDOH determines in its sole discretion. Any such purported assignment shall be void.

**K. Right of Way Lease and Licensing Agreements**

The WVDOH shall administer all license and lease/easement agreements involving any portion of the WVDOH right of way. The Operator shall have no right to obligate the WVDOH in any way regarding such agreements. The Operator shall refer to the

WVDOH any party expressing an interest in or having any questions regarding such agreements.

**L. Insurance and Liability**

**Comprehensive Coverage**

The Operator shall maintain and keep in effect during the entire term of the contract with the WVDOH, or any renewal thereof, a policy of insurance which insures the Operator and naming the WVDOH as an additional insured against liability for personal injury and for property damage, including comprehensive coverage with a limit of at least Five Million Dollars (\$5,000,000.00) per occurrence. The required coverage shall meet all Workers Compensation, Federal Employee Labor Act, and other applicable requirements, and include coverage for environmental incidents. Operator must furnish the WVDOH with proof of insurance coverage before commencement of operation.

**M. Termination**

Either party shall have the right at any time after, to terminate this agreement by giving the other party thirty (30) days' notice, by registered mail, return receipt requested. If notice is so given this agreement shall terminate upon the expiration of the thirty (30) days, and the liability of the parties under this agreement for the further performance of the terms of this agreement then shall cease, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination.

Upon termination, the Operator shall immediately cease tours and will have sixty (60) calendar days from the date of termination to remove all of its personal property from the property of the WVDOH. The Operator shall be liable for the disposal costs of any personal property remaining on the property at the end of such time. All structures erected on the property by the Operator shall be removed during such period. The Operator shall be liable for the removal of all structures, or if such structures are not removed, the Operator shall reimburse the WVDOH for the cost of removal.

N. Proposer must agree to execute the contract attached hereto as Exhibit A. Any proposed language changes to the contract must be specifically identified with justification for the change as part of the Proposal. If after award of the bid to proposer, then that proposer refuses to execute the contract as provided herein, the bid award to that Proposer shall be deemed null and void upon written notice from the WVDOH.

**III. DESCRIPTION OF NEW RIVER GORGE BRIDGE**

- NRG Bridge opened in 1977 and is a steel arch
- Spans the New River and CSX Transportation rail line
- Roadway carries US 19 (Appalachian Corridor L), which is part of the National Highway System
- On National Register of Historical Places

- **Within NRG National Recreational Area**
- **WVDOH right of way is controlled access**
- **National Park Service owns the property adjacent to WVDOH right of way at all four corners**
- **Inspection walkway about 2,800 feet long**

#### **IV. PROPOSAL REQUIREMENTS**

##### **A. Economy of Preparation**

**Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's plans for the operation and development of the guided tours along the NRG Bridge walkway as well as the proposer's ability to carry out these plans. Special bindings, color displays, promotional materials, etc., are not desired. Emphasis should be on completeness and clarity of content.**

##### **B. Proposal Preparation Expense**

**WVDOH will not assume any expense incurred by the proposer for or related to the preparation, delivery or oral presentation which may be required as part of the selection process**

##### **C. Proposal Format**

**The following items shall be included in the proposal in the order shown:**

###### **1) General Information**

- a. The full and correct legal name and principal address of the proposer.**
- b. Date of the prospective operator's incorporation, or organization, and the name of the political authority (State or Commonwealth) under which it was incorporated or organized. If the proposer is a partnership, association or other form of organization other than a corporation, a full description of the organization, including names of its officers, must be furnished. If the proposer is the subsidiary of another corporation, full information about the parent/holding company must be furnished.**
- c. Name, title, address, and telephone number of the person who can answer questions regarding the proposal with authority for the prospective operator.**
- d. If proposer already is registered with the Secretary of State to do business in West Virginia, proposer is to provide a copy of the current business registration. If proposer is not registered with the Secretary of State, proposer is to provide written acknowledgement that proposer shall register, within ten (10) calendar days of selection as the successful proposer, with the Secretary of State.**

###### **2) Operating Plan**

**This is a detailed description of how the proposer intends to provide the service being proposed. It must include information regarding frequency of service, equipment, and facilities to be used, marketing and staffing.**

###### **3) Construction Plan**

Operator shall, at no cost to Department, prepare appropriate Plans for Operator's construction activities, which activities primarily will consist of: (i) installation of a fall arrest system to be designed to simultaneously accommodate no more than 30 persons at a time along the inspection walkway of Bridge; (ii) installation of a stairway to provide access to Bridge; (iii) construction of a walkway between Bridge and Operator's "staging" area; (iv) improvements to the existing controlled access fence; (v) installation of gates within Department's right-of-way; (vi) installation of appropriate surveillance equipment, which equipment shall be controlled by Operator and to which local emergency responders and Department shall be provided access; and such other modifications reasonably requested by Department or recommended by Operator and agreeable to Department. Department and local emergency responders shall be provided by the Operator, at no cost, a key or other appropriate means of access to all gates.

**4) Maintenance Plan**

The proposer shall describe any minor maintenance work that it plans to perform on the inspection walkway. It must include information on how the work will be performed, quantities of materials, and personnel.

**5) Marketing Plan**

This is a description of the steps proposed to be taken by the proposer to assure business development and growth over the five (5) year initial term. A projection of annual revenues and traffic in terms of guided tours, number of people, etc. is required, including a description of rates and surcharges.

**6) Financial Plan**

This plan demonstrates how the execution of the operating, maintenance, and marketing plans will be funded. The financial plan must include projections of traffic levels, revenues, and expenses for the full five (5) year term of the agreement. It must also explain the assumption upon which the projections are based. Proposals that rely on any financial assistance from the State will be rejected.

**7) Financial Stability**

Proposer must demonstrate its financial ability to carry out its responsibilities under the contract. Each proposer must demonstrate an equitable net worth of not less than One Million Dollars (\$1,000,000.00). Such equity may include cash or stocks used to capitalize the operation and/or ownership of rolling stock to be used in the operation. Absent the proposer's financial capability to satisfy the above criteria, personal financial statements of the principal involved will be required to show the ability to capitalize the operation.

**8) Safety and Security**

Describe measures to be taken to ensure the safety of employees, tourists, and others on and in the vicinity of the inspection walkway, including but not limited

to screening of customers for fitness to engage in the tour, limits regarding handheld devices during tours, security video, emergency response plan and other pertinent measures.

9) **Experience/References**

Information must be provided on the experience and qualification of the proposer's personnel in providing the proposed service. At least three (3) references with actual knowledge of the proposer's ability to perform the work described herein must be provided, and each reference must include the name of the contact person, current mailing address and phone number at which they contact person may be reach during business hours.

10) **Attest to Non-Collusion**

The WVDOH requires, as a condition precedent to acceptance of proposals, a sworn statement or affirmation executed by, or on behalf of the person, firm, association, or corporation to whom such agreement is awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement; participated in any collusion; reviewed or discussed with WVDOH personnel the terms of this solicitation prior to its advertisement; or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. The form for this statement is included in the request for proposal package and must be properly executed in order to have the proposal considered.

V. **BIDDING AND SELECTION PROCESS**

A. **Prebid/Site Review**

A review of the area of the New River Gorge Bridge inspection walkway and surrounding area will be conducted at 10:00 AM on Friday, September 21, 2018. All participants must assemble at the Canyon Rim Visitor Center near Fayetteville, Fayette County, West Virginia prior to 10:00 AM and sign a waiver of liability. This will be the only opportunity for proposers to tour the area of the inspection walkway. The Pre-Bid conference will begin at the Canyon Rim Visitor Center upon completion of the tour, which tour is anticipated to end by noon.

Proposers should present at the Pre-Bid conference all questions concerning this Request for Proposal. Any questions arising after the Pre-Bid conference must be submitted in writing, by mail or fax, to the WVDOH prior to Friday, September 28, 2018. No questions will be answered after that date. Responses to substantive questions will be provided to all proposers by Friday, October 5, 2018.

B. **Postponement**

The WVDOH reserves the right to revise or amend the specifications up to the time of the bid submission date. Revisions and amendments shall be announced by addendum to this request for proposal. Copies shall be furnished to all prospective proposers. If the addendum requires changes in the scope, the submission date may be postponed for a number of days to be determined by the WVDOH.

**C. Submission**

**Operator must submit an original and ten (10) copies of its proposal sealed in a single package marked “WVDOH New River Gorge Bridge inspection walkway guided tours Bid Proposal” and such proposal must be received no later than 4:00 PM EDT on Friday, October 26, 2018. Proposers should include a return address on the envelope. Proposals must be mailed to, or delivered to the address below:**

**West Virginia Division of Highways  
Commissioner’s Office of Economic Development  
1900 Kanawha Boulevard East  
Building 5, Room 110  
Charleston, West Virginia 25305**

**D. Multiple Submissions**

**Submission of more than one proposal by an individual, firm, or corporation under the same or different name(s) shall not be considered and all proposals from the proposer shall be rejected.**

**E. Basis of Award**

**The WVDOH shall use the following matrix to evaluate proposals:**

<b>Operating Plan</b>	<b>25</b>
<b>Safety/Security Plan</b>	<b>20</b>
<b>Financial Plan/Proposed Payment Structure</b>	<b>30</b>
<b>Financial Stability</b>	<b>5</b>
<b>Experience/References</b>	<b>5</b>
<b>Marketing Plan</b>	<b>15</b>

**F. Award**

**WVDOH will evaluate all properly submitted proposals and render its decision by Wednesday, November 28, 2018. All proposers shall be informed of the WVDOH’s decision, soon after that date, in writing. The successful proposer shall meet with the WVDOH to finalize the agreement.**

**G. News/Media Releases**

**Proposers shall not make any news releases or public announcements concerning the final award without the express written consent of the WVDOH.**