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Header 1

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 565850

Procurement Type: Central Master Agreement

Vendor ID: VS0000020251

Legal Name: OHCADVISORS INC

Alias/DBA:

Total Bid: \$655,955.00

Response Date: 10/14/2019

Response Time: 12:30

SO Doc Code: CRFQ

SO Dept: 0511

SO Doc ID: BMS2000000001

Published Date: 10/9/19

Close Date: 10/15/19

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No. 1 - Health Facility
Appraisal Services (HFAS)

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 565850
Solicitation Description : Addendum No. 1 - Health Facility Appraisal Services (HFAS)
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-10-15 13:30:00	SR 0511 ESR10081900000002264	1

VENDOR
VS0000020251 OHC ADVISORS INC

Solicitation Number: CRFQ 0511 BMS2000000001

Total Bid : \$655,955.00 **Response Date:** 2019-10-14 **Response Time:** 12:30:41

Comments:

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Signature on File

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Base Yr 1-Initial Appraisal Valuation each LTCF&ICF	5.00000	EA	\$4,000.000000	\$20,000.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Base Year One Initial Complete Appraisal Valuation of each Long-Term Care and Intermediate Care Facilities, Section 4.1.1 and 4.1.2.2, per unit cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	OptRenewYr1-Initial Appraisal Valuation each LTCF&ICF	5.00000	EA	\$4,125.000000	\$20,625.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Optional Renewal Year One (1) Complete Appraisal Valuation of each existing Long Term Care Facility (LTCF) and Intermediate Care Facility (ICF), Section 4.1.1 and 4.1.2.2, per unit cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	OptRenewYr2-Initial Appraisal Valuation each LTCF&ICF	5.00000	EA	\$4,250.000000	\$21,250.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Optional Renewal Year Two (2) Complete Appraisal Valuation of each existing Long Term Care Facility (LTCF) and Intermediate Care Facility (ICF), Section 4.1.1 and 4.1.2.2, per unit cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	OptRenewYr3-Initial Appraisal Valuation each LTCF&ICF	5.00000	EA	\$4,375.000000	\$21,875.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Optional Renewal Year Three (3) Complete Appraisal Valuation of each existing Long Term Care Facility (LTCF) and Intermediate Care Facility (ICF), Section 4.1.1 and 4.1.2.2, per unit cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	BaseYr1-Annual Update-Appraisal Valuation for each facility	185.00000	EA	\$1,448.000000	\$267,880.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Base Year One (1) Annual Update of Appraisal Valuation for each facility, Section 4.1.2.1 and 4.1.2.2, per unit cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	OptRenewYr1-Annual Update-Appraisal Valuation-each	185.00000	EA	\$500.000000	\$92,500.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Optional Renewal Year One (1) Annual Update of Appraisal Valuation for each facility, Section 4.1.2.1 and 4.1.2.2, per unit cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	OptRenewYr2-Annual Update-Appraisal Valuation-each	185.00000	EA	\$525.000000	\$97,125.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Optional Renewal Year Two (2) Annual Update of Appraisal Valuation for each facility, Section 4.1.2.1 and 4.1.2.2, per unit cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	OptRenewYr3-Annual Update-Appraisal Valuation-each	185.00000	EA	\$550.000000	\$101,750.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Optional Renewal Year Three (3) Annual Update of Appraisal Valuation for each facility, Section 4.1.2.1 and 4.1.2.2, per unit cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Base Year One (1) Ad Hoc Reporting	10.00000	HOUR	\$200.000000	\$2,000.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Base year One (1) Ad Hoc Reporting, Section 4.1.2.4, all inclusive hourly rate for design, development, and production of ad hoc reports, Section 4.1.2.4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Optional Renewal Year One (1) Ad Hoc Reporting	10.00000	HOUR	\$205.000000	\$2,050.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Optional Renewal Year One (1) Ad Hoc Reporting, Section 4.1.2.4, all inclusive hourly rate for design, development, and production of ad hoc reports, Section 4.1.2.4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Optional Renewal Year Two (2) Ad Hoc Reporting	10.00000	HOUR	\$210.000000	\$2,100.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Optional Renewal Year Two (2) Ad Hoc Reporting, Section 4.1.2.4, all inclusive hourly rate for design, development, and production of ad hoc reports, Section 4.1.2.4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Optional Renewal Year Three (3) Ad Hoc Reporting	10.00000	HOUR	\$215.000000	\$2,150.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Optional Renewal Year Two (2) Ad Hoc Reporting, Section 4.1.2.4, all inclusive hourly rate for design, development, and production of ad hoc reports, Section 4.1.2.4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Base Year One-Expert Witness, Hourly Rate	2.50000	HOUR	\$450.000000	\$1,125.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Base Year One (1) All inclusive hourly rate for expert witness appearance in the event of an appeal, Section 4.1.2.5. All travel and expenses included in hourly rate.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Optional Renewal Year One-Expert Witness, Hourly Rate	2.50000	HOUR	\$460.000000	\$1,150.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Base Year One (1) All inclusive hourly rate for expert witness appearance in the event of an appeal, Section 4.1.2.5. All travel and expenses included in hourly rate.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Optional Renewal Year Two-Expert Witness, Hourly Rate	2.50000	HOUR	\$470.000000	\$1,175.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Base Year One (1) All inclusive hourly rate for expert witness appearance in the event of an appeal, Section 4.1.2.5. All travel and expenses included in hourly rate.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Optional Renewal Year Three-Expert Witness, Hourly Rate	2.50000	HOUR	\$480.000000	\$1,200.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description : Base Year One (1) All inclusive hourly rate for expert witness appearance in the event of an appeal, Section 4.1.2.5. All travel and expenses included in hourly rate.



HEALTHCARE PROPERTY ADVISORS

PROPOSAL FOR:

SOLICITATION NO: CRFQ 0511 BMS2000000001

HEALTH FACILITY APPRAISAL SERVICES (HFAS)

PREPARED FOR:

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

PREPARED BY:

OHC ADVISORS, INC.

WEST VIRGINIA VENDOR/CUSTOMER #: VS0000020251

12060 SW 129TH COURT, SUITE 200

MIAMI, FL 33186

OHC Advisors, Inc.

Miami | Tampa | Atlanta | Chicago | Los Angeles

www.ohcadv.com

(305) 916-6223



October 14, 2019

Bid Clerk
Department of Administration
Purchasing Division
2019 Washington St E
Charleston, WV 25305

Re: Solicitation No: CRFQ 0511 BMS2000000001
Health Facility Appraisal Services (HFAS)

Dear Tara Lyle:

We understand from Solicitation No: CRFQ 0511 BMS2000000001, "Health Facility Appraisal Services (HFAS)" that the West Virginia Department of Health and Human Resources ("DHHR"), Bureau For Medical Services ("BMS") is seeking to hire a firm to conduct property appraisals of all nursing facilities in the State to determine the value of the land, building, and equipment, taking into account the quality of construction and current condition of each building.

OHC Advisors ("OHC") is qualified to fulfill the DHHR's needs since we are a valuation firm specializing in nursing facilities nationwide, and our team has successfully completed similar engagements for two other states during the past several years. We have accordingly prepared this proposal based on the State's requirements for this solicitation. We appreciate the opportunity to provide this proposal and look forward to working with West Virginia on this important engagement.

Respectfully submitted,

OHC Advisors, Inc.

A handwritten signature in black ink that reads "M Baldwin". The signature is written in a cursive style and is positioned above a horizontal line.

Michael Baldwin, MAI, ASA
President
OHC Advisors, Inc.

(305) 916-6223 direct
(305) 587-7587 cell
Mike@OHCadv.com

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SECTION 1: QUALIFICATIONS

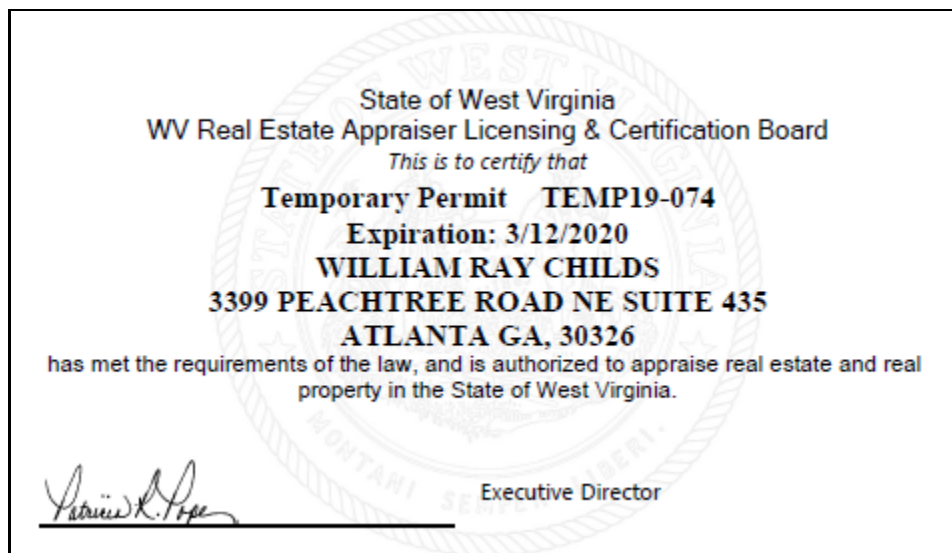
3.1 - LICENSED STATE CERTIFIED GENERAL REAL ESTATE APPRAISER

Requirement 3.1 of the RFQ states:

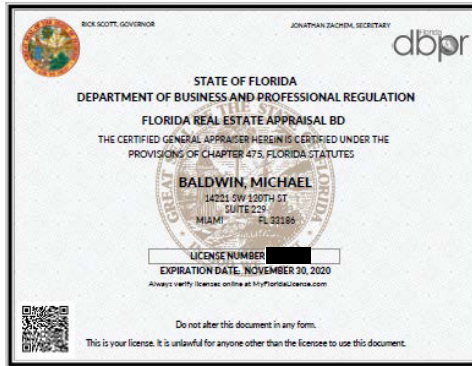
Vendor shall be a general real estate appraiser certified in the State of West Virginia and shall maintain a valid general real estate appraiser certification in the State of West Virginia for the life of the contract, including optional renewal years.

The team at OHC Advisors is comprised of highly experienced appraisers who maintain approximately 30 permanent licenses as Certified General Real Estate Appraisers across many states nationwide.

One of OHC's partners and Executive Vice Presidents of Seniors Housing, William Childs, currently holds a West Virginia Certified General Real Estate Appraiser license via a temporary practice permit that is effective through March 12, 2020:



Additionally, OHC's President and the project manager for this engagement, Michael Baldwin, MAI, ASA, is personally maintaining licenses as a Certified General Real Estate Appraiser in four states (Florida, Ohio, Indiana, and West Virginia) as of October 2019. Mr. Baldwin's license in West Virginia was applied for by reciprocity via overnight delivery on October 2nd, 2019, the day that this Solicitation was issued. As of October 7th, the West Virginia Real Estate Appraiser Licensing and Certification Board confirmed that the licensure paperwork and payment have successfully posted in their systems and that the license number and certificate have since been in their processing queue. By West Virginia statute the State **must issue** reciprocal licenses within 30 days, but typical processing times are faster. Mr. Baldwin's license number is expected to be available by the week of October 14-18. Mr. Baldwin's three other personally held licenses as Certified General Real Estate Appraiser are shown as follows:



The number of permanent Certified General Real Estate Appraiser licenses that Mr. Baldwin maintains fluctuates annually depending on client requirements; historically he has held anywhere from one to ten Certified General licenses in any given year. Mr. Baldwin has never been denied a professional license, has held West Virginia appraiser licenses for property-specific engagements, and has never been subject to disciplinary proceedings nationwide. We will furnish the DHHR with a copy of Mr. Baldwin's approved license immediately upon completion of processing by the West Virginia Certification Board.

Mr. Baldwin is also a fully designated member of the two most prominent professional associations in the appraisal industry, The Appraisal Institute and the American Society of Appraisers:



MAI: Since 2010 Mr. Baldwin has been a designated MAI member of The Appraisal Institute, which is the most distinguished credential that can be held by real estate appraisers in the United States. The MAI designation has long been recognized by courts of law, government agencies, financial institutions, and investors as a mark of excellence in the field of real estate valuation and analysis. The MAI membership designation is held by professionals who can provide a wide range of services relating to all types of real property, such as providing opinions of value, evaluations, review, consulting and advice regarding investment decisions, among others.



ASA: Mr. Baldwin is an ASA-accredited appraiser, which is given only to those known to provide exceptional valuation expertise as they earn their designations only after completing a rigorous course structure and peer-evaluation process that requires years of study, experience, dedication and commitment. ASA accredited appraisers follow both the professional standards set forth by the Appraisal Foundation and ASA's own Code of Ethics and Principles of Appraisal Practice to promote an accurate, objective opinion of value. ASA appraisers back up their opinions with explanation and relevant evidence. The IRS and others recognize ASA appraisers as “qualified” because they are trained in valuation and tested for competence in specific types of property.

Additionally, Mr. Baldwin was an appointed Appraiser Special Magistrate in Miami-Dade County where he presided over hundreds of property tax appeals as a neutral judge between property owners and the county assessor's office. This demonstrates Mr. Baldwin’s professional responsibility, independence, and impartiality in his valuation services. Appointment as an Appraiser Special Magistrate is a highly selective process whereby the county interviews and selects only a few appraisers each year. Appraiser Special Magistrates are entrusted to be neutral parties to resolve differences of opinions regarding property tax assessments.

3.2 - THREE YEARS' EXPERIENCE – REPRODUCTION COST – M&S / BOECKH

Requirement 3.2 of the RFQ states:

Vendor shall have at least three (3) years' experience in health facility appraisal valuation under the current reproduction cost approach using a "model facility standard" ("MFS") and Marshall & Swift/Boeckh construction indices approach as opposed to the "fair market value" approach for these appraisals so that a Standard Appraised Value (SAV) based on the appraisal of the land, building, and equipment can be established for use in conjunction with the capital costs segment of our reimbursement system.

Statewide Nursing Facility Valuations for Medicaid Rate-Setting Purposes

Our team has successfully completed two other statewide contracts to value nursing facilities in the same manner as currently being requested by West Virginia.

Minnesota: Most recently, in 2016 we were engaged by the State of Minnesota to value 200 nursing facilities statewide for Medicaid rate-setting purposes. Michael Baldwin, President, was the project manager and lead appraiser on this engagement.

Our scope of work for this assignment included performing an onsite visit of each facility, measuring the facility and certain individual spaces of the facility including shared areas, estimating the reproduction cost of the improvements, estimating physical depreciation of the improvements, and estimating the value of the underlying land on a fee simple basis. Per the State's requirements, valuation of the improvements was performed using the Marshall & Swift / Boeckh platform. We used the latest version of this platform, MSB Commercial Express™. The value of the improvements was estimated on a Reconstruction cost basis which considers current replacement costs of a property of like kind and quality. We valued the land on a per-square-foot basis using the sales comparison approach based on comparable sales in the area.

Our appraisals of the facilities were then used by the State to determine each nursing home's Fair Rental Value, which is a component of the capital costs segment of the Medicaid rate for each nursing facility in the State. All of this contract's deliverables were completed on time and to the complete satisfaction of the State. Furthermore, we subscribed to a software suite that assisted measuring building square footages based on aerial imagery, and by including detailed addenda workfiles showing the measurements of each facility as well as our own notes and on-site measurements, we are happy to report that not a single one of our appraisals was appealed. We have included the State's representative on this contract as one of our three references for this RFQ.

Tennessee: In 2015, Thomas Griffith, our current Executive Vice President of Seniors Housing, was the project manager and lead appraiser on the valuation of the approximately 300 nursing facilities in Tennessee, again for Medicaid rate-setting purposes in the same manner as being requested by West Virginia in this RFQ. The scope included the same analysis—to calculate undepreciated and depreciated reproduction costs for the improvements comprising each

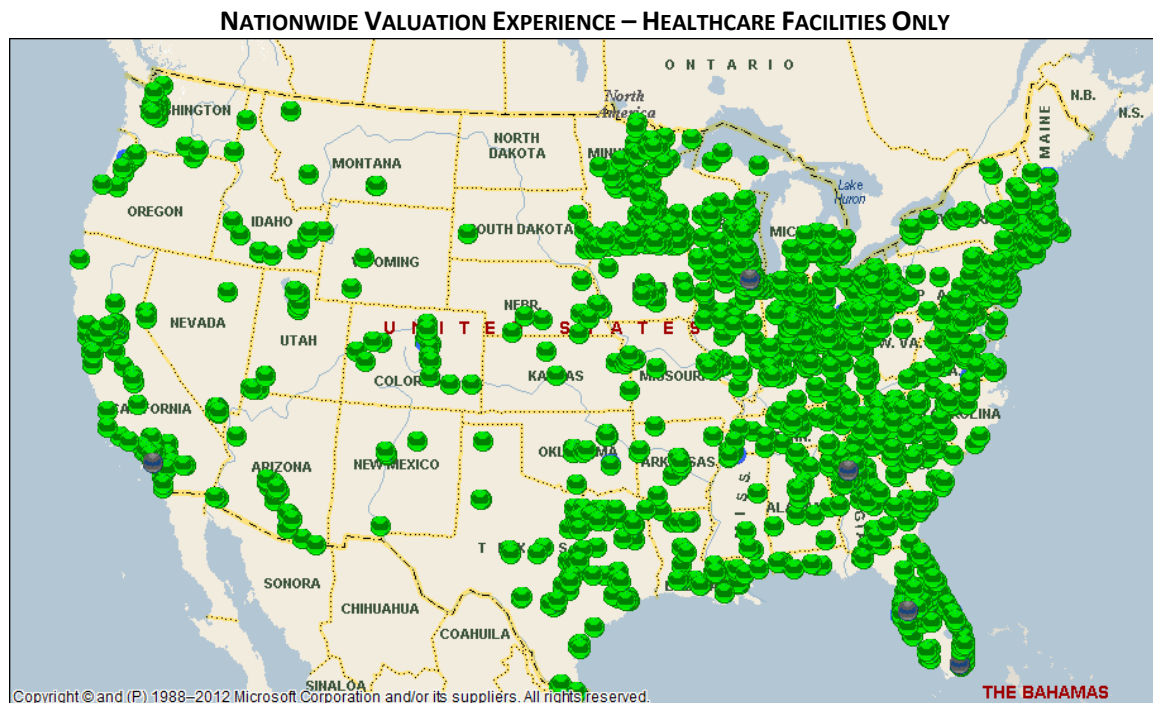
nursing facility, plus valuation of the underlying land. Again, this contract was completed successfully and on time, and we have included their representative a reference.

Other Healthcare Facility Valuation Experience

OHC Advisors specializes in the valuation of nursing facilities and other healthcare and seniors housing properties nationwide. We provide objective, reliable, timely, and accurate appraisals to the seniors housing and healthcare real estate industry. While OHC's team has developed specific expertise in statewide valuations for Medicaid rate setting purposes over the past five years, our staff has appraised many thousands of nursing facilities in total over the past 15 years.

We have witnessed the many challenges that the healthcare real estate industry has faced as it has modernized over time, and we are well-versed in the operational, financial, regulatory, and market conditions of healthcare organizations. OHC currently has 14 professional staff across its six offices in Miami, Tampa, Atlanta, Chicago, Austin, and Los Angeles, and our professionals are well known as highly competent experts in the healthcare real estate valuation space on a national basis.

Individual assignments are identified by green circles on the below map, and each assignment typically involves visiting five to ten facilities competing with the single subject property shown (we have toured approximately seven to eight times the number of local healthcare facilities shown):



OHC's Professional Staff Qualifications – Team Leaders:**Michael Baldwin, MAI, ASA****President****OHC Advisors****PROFESSIONAL EXPERIENCE**

Michael Baldwin has specialized in the valuation and market analysis of seniors housing and healthcare properties since 2005. Mr. Baldwin stays directly in touch with the senior housing and nursing care market by visiting hundreds of properties each year to interview on-site management and has personally toured over 2,000 senior housing and long-term care properties across almost every state in the U.S. He has led the development of thousands of appraisals and market studies nationwide for lenders, developers, investors, and operators, and in 2016 he valued nursing facilities statewide for Minnesota for Medicaid rate-setting purposes. Prior to forming OHC Advisors he held leadership roles in several national healthcare real estate valuation firms.

Mr. Baldwin is a national speaker on the seniors housing and long term care industry and has participated as both guest and lead speaker in front of national audiences in person at industry conferences and via webinars. He has also taught webinars regarding the valuation of healthcare real estate as part of his role as a subcommittee member of the Healthcare Special Interest Group of the American Society of Appraisers. Michael also served his local community as an appointed Appraiser Special Magistrate in Miami-Dade County where he presided over hundreds of property tax appeals as a neutral judge between property owners and the county assessor's office.

EDUCATION

Mr. Baldwin earned an MBA from The University of Chicago Booth School of Business with concentrations in strategic management, marketing, and entrepreneurship. He also holds dual baccalaureate degrees in real estate and finance from Florida State University where he graduated Magna Cum Laude and where he sponsors a scholarship given to several outstanding students majoring in real estate annually.

AFFILIATIONS & PROFESSIONAL LICENSES

Mr. Baldwin is a designated MAI member of The Appraisal Institute, which is a designation long recognized by courts of law, government agencies, financial institutions, and investors as a mark of excellence in the field of real estate valuation and analysis and is held by professionals who can provide a wide range of services relating to all types of real property, such as providing opinions of value, evaluations, review, consulting and advice regarding investment decisions, among others. Mr. Baldwin also is an ASA-accredited appraiser, which is a designation given only to those known to provide exceptional valuation expertise after completing a rigorous course structure and peer-evaluation process that requires years of study, experience, dedication and commitment.

Michael holds permanent appraisal licenses in several states and obtains temporary practice permits for individual assignments when working elsewhere nationwide.

Thomas J. Griffith, MAI, ASA
Partner & Executive Vice President
OHC Advisors



PROFESSIONAL EXPERIENCE

Mr. Griffith is a partner and executive vice president with OHC Advisors. He has experience in the preparation and review of appraisals in a variety of proposed and existing properties. He has specialized in valuations and market studies for the healthcare industry since 2005. At OHC Advisors, Mr. Griffith directs the development and reporting of valuation assignments on a broad spectrum of healthcare-oriented property types, namely nursing homes, assisted-living facilities, senior apartment complexes, land, medical office buildings and hospitals, and in 2015 he valued nursing facilities statewide for Tennessee for Medicaid rate-setting purposes. Prior to joining OHC Advisors, he held leadership roles at several national healthcare real estate valuation firms including leading a national seniors housing real estate practice. He has also testified successfully as an expert witness.

EDUCATION

Mr. Griffith graduated from the Arizona State University with a Bachelor of Arts Degree in Real Estate and Business Administration from the WP Carey School of Business.

AFFILIATIONS & PROFESSIONAL LICENSES

Mr. Griffith is a designated MAI member of The Appraisal Institute, which is a designation long recognized by courts of law, government agencies, financial institutions, and investors as a mark of excellence in the field of real estate valuation and analysis and is held by professionals who can provide a wide range of services relating to all types of real property, such as providing opinions of value, evaluations, review, consulting and advice regarding investment decisions, among others. Mr. Griffith also is an ASA-accredited appraiser, which is a designation given only to those known to provide exceptional valuation expertise after completing a rigorous course structure and peer-evaluation process that requires years of study, experience, dedication and commitment.

TJ holds permanent appraisal licenses in Illinois, Michigan, Ohio, New York, Texas and Wisconsin, and obtains temporary practice permits for individual assignments when working elsewhere nationwide. He is also a licensed real estate managing broker in his home state of Illinois. When not traveling for work, he enjoys traveling for pleasure with his wife and three children, Taylor, Aidan and Ellie. He also enjoys golf and all things Chicago sports.

Jonathan Hurt, MAI
Director
OHC Advisors



PROFESSIONAL EXPERIENCE

Jonathan Hurt has specialized in the valuation and market analysis of seniors housing and healthcare properties since 2007. Mr. Hurt stays directly in touch with the senior housing and nursing care market by visiting hundreds of properties each year to interview on-site management and has personally toured over 1,000 senior housing and long-term care properties across the U.S. He has led the development of hundreds of appraisals and market studies nationwide for lenders, developers, investors, and operators. He is a MAP-approved market analyst and appraiser for the FHA multifamily lending platforms and has also completed the Office of Healthcare Programs (OHP) sponsored LEAN training.

Prior to joining OHC Advisors, he held leadership roles in two national healthcare real estate valuation firms.

EDUCATION

Mr. Hurt earned a bachelor's degree in economics and business from Lafayette College, where he also excelled on the football field as a three-year starter at running back for the three-time Patriot League Champion Lafayette Leopards. He is also a two-time MVP of the most played college football game in history, Lafayette vs. Lehigh.

AFFILIATIONS & PROFESSIONAL LICENSES

Mr. Hurt is a designated MAI member of The Appraisal Institute, which is a designation long recognized by courts of law, government agencies, financial institutions, and investors as a mark of excellence in the field of real estate valuation and analysis and is held by professionals who can provide a wide range of services relating to all types of real property, such as providing opinions of value, evaluations, review, consulting and advice regarding investment decisions, among others.

Jonathan holds permanent appraisal licenses in many states and obtains temporary practice permits for individual assignments when working elsewhere nationwide.

William R. Childs
Partner, EVP of Seniors Housing
OHC Advisors



PROFESSIONAL EXPERIENCE

Will Childs has specialized in the valuation and market analysis of seniors housing and healthcare properties since 2009. Mr. Childs is well-versed in the operational, regulatory, and market dynamics affecting senior housing and long-term care assets and their going concern operations by virtue of his involvement in thousands of valuation and consulting assignments throughout his career. He has fine-tuned his understanding of the nuances of countless local markets by visiting hundreds of properties each year to interview on-site management and has personally toured approximately 2,000 senior housing and long-term care properties over the past decade.

Mr. Childs has led the development of over 1,500 appraisals and market studies nationwide for lenders, developers, investors, and operators. Prior joining OHC Advisors as a Partner in its Atlanta office, he served as Executive Vice President of Salus Valuation group where he oversaw its national senior housing valuation division and also provided senior housing valuation and consulting services since its inception in 2009. Mr. Childs began his career in senior housing and healthcare real estate as a transaction advisor with Cushman & Wakefield's Capital Markets Healthcare Practice Group. During his tenure at Cushman & Wakefield, he helped facilitate in excess of \$300 million in healthcare real estate investment sales transactions nationwide. He has been active in the real estate industry since 2005.

Will is a national speaker on the seniors housing and long term care industry and is often invited to participate as a guest speaker and panelist in front of national audiences in person at industry conferences and via webinars.

EDUCATION

Mr. Childs graduated from the University of Georgia with a Bachelor's Degree of Business Administration in Economics from the Terry College of Business. While attending the University, he served as Student Body President and was later selected by President Michael F. Adams to work alongside three distinguished alumni as a co-incorporator of the University's A.R.C.H. Foundation, an organization which went on to develop and oversee the University's \$720+ million endowment for teaching, research, public service, and outreach. He also served as its first Student Trustee.

AFFILIATIONS & PROFESSIONAL LICENSES

Will holds a permanent Certified General appraisal licenses in Georgia, South Carolina, Tennessee, Alabama, North Carolina, and obtains temporary practice permits for individual assignments when working elsewhere nationwide. He is also a CCIM candidate, Candidate for Designation with the Appraisal Institute, and is a licensed real estate salesperson in his home state of Georgia.

Lucas Woodruff (Luke), MAI
Partner, EVP – Acute Care
OHC Advisors



PROFESSIONAL EXPERIENCE

Lucas Woodruff has specialized in the valuation and market analysis of acute care and healthcare properties since 2010. Mr. Woodruff has provided valuations on general acute care hospitals, long-term acute care hospitals, rehabilitation hospitals, psychiatric and behavioral health facilities, ambulatory surgical centers, medical office buildings, senior housing communities, and other healthcare-oriented property types. He has also provided consulting services such as market rent studies, going concern valuations, and highest and best use analysis for national healthcare providers. Mr. Woodruff has worked on over 500 appraisals of healthcare properties including over 200 hospitals and surgery centers, 60 behavioral health/ psychiatric facilities, over 200 medical office buildings, and 50 senior housing properties. Prior to joining OHC Advisors, Mr. Woodruff was a senior director at another specialty healthcare valuation firm.

Mr. Woodruff has been active in the real estate industry since 2005 when he worked under a medical office broker of a full-service real estate brokerage company in Atlanta. He also worked for the national real estate information provider, CoStar Group Inc., after the company purchased a local Atlanta real estate information company where he worked in 2008.

EDUCATION

Mr. Woodruff graduated from the University of Georgia with a Bachelors Degree of Business Administration in Real Estate from the Terry College of Business. Mr. Woodruff has also completed ARGUS software DCF training as well as a variety of continuing education from the Appraisal Institute.

AFFILIATIONS & PROFESSIONAL LICENSES

Mr. Woodruff is a designated MAI member of The Appraisal Institute, which is a designation long recognized by courts of law, government agencies, financial institutions, and investors as a mark of excellence in the field of real estate valuation and analysis and is held by professionals who can provide a wide range of services relating to all types of real property, such as providing opinions of value, evaluations, review, consulting and advice regarding investment decisions, among others.

Lucas holds permanent certified general appraisal licenses in Georgia, Virginia and Texas among other states and obtains temporary practice permits for individual assignments when working elsewhere nationwide. He is also a licensed real estate salesperson in his home State of Georgia.

Anthony Marasco, MAI
Director
OHC Advisors



PROFESSIONAL EXPERIENCE

Anthony Marasco has been actively engaged in real estate valuation and consulting since 2005. His background includes 14 years of experience providing valuations and market studies relating to a variety of real estate property types, with a specialization in multifamily and seniors housing/ healthcare properties. At OHC Advisors, Mr. Marasco directs the development and reporting of valuation assignments on a broad spectrum of healthcare-oriented property types, namely seniors housing assets including independent living, assisted living, dementia care, and continuing care retirement communities, in addition to skilled nursing, post-acute care, transitional care, and inpatient hospice facilities. He also directs meaningful assistance in various consulting and advisory services ranging from absorption, feasibility, and marketability studies to going concern valuations for national healthcare providers. Prior to joining OHC Advisors, he held leadership roles at several national healthcare real estate valuation firms.

Mr. Marasco is actively involved with federal agencies by providing real estate appraisals and valuation-related consulting services, as well as detailed market study reports in conformance with individual agency requirements. Numerous projects have been completed for the U.S. Department of Housing and Urban Development (HUD), Fannie Mae, and Freddie Mac lenders for various assignments nationwide. In addition, he has received certificates of training (March 2007 and September 2010) from the HUD for their MAP program, as well as completed Office of Healthcare Programs (OHP) sponsored LEAN training (September 2011).

Prior to receiving certification as a general real property appraiser, Mr. Marasco worked in the financial services arena as a General Securities Principal for a registered investment advisory firm responsible for the supervision of operations and compliance with federal agency and self-regulatory organization (SRO) guidelines.

EDUCATION

Allegheny College, Meadville, Pennsylvania, 2001
 Degree: Bachelor of Arts
 Major: Economics | Minor: Communication Arts

AFFILIATIONS & PROFESSIONAL LICENSES

Mr. Marasco is a designated MAI member of The Appraisal Institute, which is a designation long recognized by courts of law, government agencies, financial institutions, and investors as a mark of excellence in the field of real estate valuation and analysis and is held by professionals who can provide a wide range of services relating to all types of real property, such as providing opinions of value, evaluations, review, consulting and advice regarding investment decisions, among others. In addition, Mr. Marasco has completed the Professional Development Program for Litigation with the Appraisal Institute.

Anthony holds permanent appraisal licenses in several states and obtains temporary practice permits for individual assignments when working elsewhere nationwide.

Paul Kovach, MAI

Director

OHC Advisors

PROFESSIONAL EXPERIENCE

Paul Kovach has been involved in real estate appraisal and market analysis for a wide variety of commercial property types over the span of his career. Prior to joining OHC Advisors, he held leadership roles at several national real estate valuation firms specializing in healthcare and senior housing as well as another firm engaging in the valuation of general commercial properties. In these roles, he conducted appraisal, market feasibility and rent comparability assignments throughout the United States with a variety of clients in both the private and public sectors. His valuation experience has included nursing homes; assisted living facilities; dementia care facilities; continuing care retirement communities; behavioral health care facilities; multifamily properties; multi-tenant offices; retail centers; industrial buildings; hotels and motels; vacant land; ground leases; self-storage facilities; schools; and unique assets such as cell phone towers, bulk storage and distribution plants, substance abuse facilities, surgery centers; and golf courses. He has been active in the real estate industry since 2004.



EDUCATION

Mr. Kovach earned a Bachelor's Degree of Science in Managerial Economics from Bentley College in Waltham, MA in 2000.

AFFILIATIONS & PROFESSIONAL LICENSES

Mr. Kovach is a designated MAI member of The Appraisal Institute, which is a designation long recognized by courts of law, government agencies, financial institutions, and investors as a mark of excellence in the field of real estate valuation and analysis and is held by professionals who can provide a wide range of services relating to all types of real property, such as providing opinions of value, evaluations, review, consulting and advice regarding investment decisions, among others.

Paul has held permanent appraisal licenses in many states and obtains temporary practice permits for individual assignments when working elsewhere nationwide.

3.3 - REFERENCES

Requirement 3.3 of the RFQ states:

Vendor shall provide at least three (3) references, of past appraisal work performed, along with a description of the work performed. This should be submitted with the bid, but must be submitted prior to award.

We offer the following three references to help the DHHR understand our capabilities and experience with similar projects and clients:

1. **Minnesota Department of Human Services, Nursing Facility Rates and Policy Division:** This reference is provided to show OHC Advisors' most recent experience with statewide nursing facility valuations for Medicaid rate-setting purposes. The Minnesota Department of Human Services was charged by the Minnesota legislature in 2015 to conduct a study and report back to the legislature by March 1, 2016, with the goal of implementing a new property rate-setting system on January 1, 2017. OHC was awarded a contract to appraise half of the nursing facilities in the state, which amounted to 200 facilities. This reference can attest to Mr. Baldwin's ability, and the abilities of the OHC team overall, to deliver quality assignment results in a timely fashion, using the Marshall & Swift/Boeckh system so that a Standard Appraised Value (SAV) can be established. We developed a highly detailed work plan, met all timing milestones, and delivered quality appraisal services that the State and the individual nursing facilities could rely upon.

Contact: Kim Brenne, Audit Director, Nursing Facility Rates and Policy
Office: (651) 431-4339 / email kimberly.brenne@state.mn.us

2. **Tennessee Division of TennCare:** This is a second reference that can attest to our team's capability to complete statewide nursing facility valuations. Similar to Mr. Baldwin's services for the State of Minnesota in 2016, our current Executive Vice President, Thomas Griffith, successfully completed the same services for the State of Tennessee in 2015. This involved approximately 300 nursing facilities and similarly necessitated use of the Marshall & Swift / Boeckh system to calculate undepreciated and depreciated replacement and reproduction costs for each nursing facility in the State.

Contact: Zane Seals, Deputy CFO & Director of Fiscal Projects and Analysis Office
TennCare Main Office: (800) 342-3145 / email zane.seals@tn.gov

3. **US Department of Housing and Urban Development:** In 2018, in partnership with Alpine Companies, Inc. we were awarded a five-year contract by the US Department of Housing and Urban Development to appraise distressed nursing and residential care facilities in their portfolio of loans nationwide. These appraisals are focused on at-risk facilities so that HUD can determine the best way to proceed with financially unstable loans and prevent defaults. Our services to HUD include providing detailed procedures for appraisal

management in a Project Management Plan and submitting credible appraisal reports following HUD guidelines, Office of Residential Care Facilities guidelines, and the Uniform Standards of Professional Appraisal Practice. Under this contract we must adhere to strict delivery dates so that HUD's asset management team can make quick but informed decisions regarding troubled healthcare facilities, and this reference can attest to our ability to meet and even exceed established deliverables within the contracted timeframes.

Contact: *Maria P. Dennard, HUD, Office of Healthcare Programs*
Office: (202) 402-6725 / email maria.p.dennard@hud.gov

OHC is uniquely qualified to perform the work outlined in the RFQ since we have the confluence of all competencies necessary for the defined scope of work, including having developed specialized expertise valuing nursing facilities for the last 15+ years and specific expertise valuing nursing facilities statewide for Medicaid rate-setting purposes in both Minnesota and Tennessee.

SECTION 2: ADDENDA



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

State of West Virginia
 Request for Quotation
 33 - Service - Misc

Proc Folder: 565850

Doc Description: Addendum No. 1 - Health Facility Appraisal Services (HFAS)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-10-09	2019-10-15 13:30:00	CRFQ 0511 BMS2000000001	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

OHC Advisors Inc
 12060 SW 129th Ct, Suite 200
 Miami, FL 33186
 (305) 916-6223

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Signature X *M Baburin*

FEIN # 47-5364154

DATE 10-10-2019

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum No. 1 - issued to respond to vendor questions and move the bid opening from 10/11/19 to 10/15/19.

See attached pages.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV25301-3709 US		PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Base Yr 1-Initial Appraisal Valuation each LTCF&ICF	5.00000	EA	\$4,000	\$20,000

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description :

Base Year One Initial Complete Appraisal Valuation of each Long-Term Care and Intermediate Care Facilities, Section 4.1.1 and 4.1.2.2, per unit cost.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV25301-3709 US		PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	OptRenewYr1-Initial Appraisal Valuation each LTCF&ICF	5.00000	EA	\$4,125	\$20,625

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description :

Optional Renewal Year One (1) Complete Appraisal Valuation of each existing Long Term Care Facility (LTCF) and Intermediate Care Facility (ICF), Section 4.1.1 and 4.1.2.2, per unit cost.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV25301-3709 US		PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	OptRenewYr2-Initial Appraisal Valuation each LTCF&ICF	5.00000	EA	\$4,250	\$21,250

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description :

Optional Renewal Year Two (2) Complete Appraisal Valuation of each existing Long Term Care Facility (LTCF) and Intermediate Care Facility (ICF), Section 4.1.1 and 4.1.2.2, per unit cost.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV25301-3709 US		PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	OptRenewYr3-Initial Appraisal Valuation each LTCF&ICF	5.00000	EA	\$4,375	\$21,875

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description :

Optional Renewal Year Three (3) Complete Appraisal Valuation of each existing Long Term Care Facility (LTCF) and Intermediate Care Facility (ICF), Section 4.1.1 and 4.1.2.2, per unit cost.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV25301-3709 US		PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	BaseYr1-Annual Update-Appraisal Valuation for each facility	185.00000	EA	\$1,448	\$267,880

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description :

Base Year One (1) Annual Update of Appraisal Valuation for each facility, Section 4.1.2.1 and 4.1.2.2, per unit cost.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV25301-3709 US		PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	OptRenewYr1-Annual Update-Appraisal Valuation-each	185.00000	EA	\$500	\$92,500

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description :

Optional Renewal Year One (1) Annual Update of Appraisal Valuation for each facility, Section 4.1.2.1 and 4.1.2.2, per unit cost.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV25301-3709 US		PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	OptRenewYr2-Annual Update-Appraisal Valuation-each	185.00000	EA	\$525	\$97,125

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description :

Optional Renewal Year Two (2) Annual Update of Appraisal Valuation for each facility, Section 4.1.2.1 and 4.1.2.2, per unit cost.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV25301-3709 US		PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	OptRenewYr3-Annual Update-Appraisal Valuation-each	185.00000	EA	\$550	\$101,750

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description :

Optional Renewal Year Three (3) Annual Update of Appraisal Valuation for each facility, Section 4.1.2.1 and 4.1.2.2, per unit cost.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV25301-3709 US		PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Base Year One (1) Ad Hoc Reporting	10.00000	HOUR	\$200	\$2,000

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description :

Base year One (1) Ad Hoc Reporting, Section 4.1.2.4, all inclusive hourly rate for design, development, and production of ad hoc reports, Section 4.1.2.4

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV25301-3709 US		PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Optional Renewal Year One (1) Ad Hoc Reporting	10.00000	HOUR	\$205	\$2,050

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description :

Optional Renewal Year One (1) Ad Hoc Reporting, Section 4.1.2.4, all inclusive hourly rate for design, development, and production of ad hoc reports, Section 4.1.2.4

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV25301-3709	PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV 25301-3709

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Optional Renewal Year Two (2) Ad Hoc Reporting	10.00000	HOUR	\$210	\$2,100

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description :

Optional Renewal Year Two (2) Ad Hoc Reporting, Section 4.1.2.4, all inclusive hourly rate for design, development, and production of ad hoc reports, Section 4.1.2.4

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV25301-3709	PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV 25301-3709

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Optional Renewal Year Three (3) Ad Hoc Reporting	10.00000	HOUR	\$215	\$2,150

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description :

Optional Renewal Year Two (2) Ad Hoc Reporting, Section 4.1.2.4, all inclusive hourly rate for design, development, and production of ad hoc reports, Section 4.1.2.4

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV25301-3709 US		PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Base Year One-Expert Witness, Hourly Rate	2.50000	HOUR	\$450	\$1,125

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description :

Base Year One (1) All inclusive hourly rate for expert witness appearance in the event of an appeal, Section 4.1.2.5. All travel and expenses included in hourly rate.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV25301-3709 US		PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Optional Renewal Year One-Expert Witness, Hourly Rate	2.50000	HOUR	\$460	\$1,150

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description :

Base Year One (1) All inclusive hourly rate for expert witness appearance in the event of an appeal, Section 4.1.2.5. All travel and expenses included in hourly rate.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV25301-3709 US		PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Optional Renewal Year Two-Expert Witness, Hourly Rate	2.50000	HOUR	\$470	\$1,175

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description :

Base Year One (1) All inclusive hourly rate for expert witness appearance in the event of an appeal, Section 4.1.2.5. All travel and expenses included in hourly rate.

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV25301-3709 US	PROCUREMENT OFFICER - 304-356-4861 HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Optional Renewal Year Three-Expert Witness, Hourly Rate	2.50000	HOUR	\$480	\$1,200

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description :

Base Year One (1) All inclusive hourly rate for expert witness appearance in the event of an appeal, Section 4.1.2.5. All travel and expenses included in hourly rate.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical questions due by 2:00 pm	2019-10-04

BMS2000000001	Document Phase Draft	Document Description Addendum No. 1 - Health Facility Appraisal Services (HFAS)	Page 9 of 9
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ BMS2000000001

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ BMS2000000001 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith and is specifically incorporated herein by reference.

1. Responses to vendor questions attached.
2. The bid opening date has moved from 10/11/2019 to 10/15/2019 at 1:30 pm.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ BMS2000000001
ADDENDUM NO. 1

Questions:

- Q1: Q1: The RFQ mentions only 5 new appraisals per year, is this for proposal cost comparison? ... or is that the expected number of appraisals that will be done each year?
- A1: It is the estimate of new “original” provider appraisals in addition to 185 “updated” appraisals in a given year.
- Q2: How many appraisals were performed last year?
- A2: 185
- Q3: Regarding update appraisals... will 185 appraisals be done each year?
- A4: Yes
- Q5: Are building contents (personal property) to be included in the appraisal?
- A5: Yes. Machinery and equipment (i.e., generators, heating, ventilation, air conditioning, and built-in electronic equipment such as nurses’ call station, etc.) and personal property (i.e., desks, computers, lamps, carts, storage trays, etc.) should be included.
- Q6: If so are they to be included by modeling approach?
- A6: Yes
- Q7: We understand that the appraised value will include the value of the land added to the value of the depreciated land improvements and building and (possibly) content value... For the land parcels at each location, is a simple FMV based on recent comparable sales in the area enough to meet your needs?
- A7: Yes. We currently use a reproduction cost approach using a “model facility standard” (MFS”) and Marshall-Swift & Boeckh construction indices approach.
- Q8: Regarding the annual updates for 185 locations, is a site visit required to those sites to perform the update or are you looking for a desktop type update of a previous appraisal?
- A8: A site visit is required for each of the locations. A desktop appraisal is not sufficient.
- Q9: Will copies of previous appraisals for the locations be available to the winner vendor?
- A9: No. Previous appraisal reports are proprietary in nature and not for distribution.
- Q10: Which appraisal firm are you currently using for this service?
- A10: Southwestern Appraisal Company

Q11: What has been your annual budget for appraisals in the past?

A11: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

Q12: Will facility blueprints be made available at each site for the vendor?

A12: That would be dependent upon the availability of facility blueprints by each provider.

Q13: Do you require hard copy appraisal reports, or are pdf reports acceptable?

A13: The contract requires one hard copy be made available to the Department and one electronic copy.

Q14: When a facility has more than one building at its site, do you require separate FMV of each and the land they sit on... or are they to be included collectively?

A14: We currently do not have any provider facilities that meet this criteria.

Q15: If a nursing facility is part of a hospital, do you require FMV of the entire hospital at the site with % that the facility occupies?

A15: No. The support areas such as dietary, administration, maintenance, etc. are included according to the ratio of LTC/hospital space.

Q16: In our response, are you looking for a full proposal reviewing scope, methodologies, personnel, company overview, deliverables etc? ... or are we to simply post our cost page to the wvOASIS website?

A16: Vendors should read the solicitation in its entirety for information relating to the information needed for bid submission.

Other Information:

1. The bid opening has moved from 10/11/2019 to 10/15/2019 at 1:30 pm.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ BMS2000000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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 specifications by an official addendum is binding.

OHC Advisors Inc

Company

M. Baldwin

Authorized Signature

10-10-2019

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: October 4, 2019 by 2:00 pm

Submit Questions to: Tara Lyle, Buyer Supervisor
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Tara.L.Lyle@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Tara Lyle, Buyer Supervisor
SOLICITATION NO.: CRFQ 00511 BMS2000000xx
BID OPENING DATE: xx/xx/2019
BID OPENING TIME: 1:30pm EDT
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: October 11, 2019 @ 1:30pm EDT

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the

Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on
Upon Award _____ and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

General Real Estate Appraiser Certification

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

- _____ for _____
- Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. 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 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 Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose 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, 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.

36. 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 and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 08/15/2019

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 - d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.


The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.


All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

 President
(Name, Title)
Michael Baldwin, President
(Printed Name and Title)
12060 SW 129th Ct, Suite 200, Miami, FL 33186
(Address)
(305) 916-6223 / (305) 916-6222
(Phone Number) / (Fax Number)
Mike@OHCadv.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

OHC Advisors Inc
(Company)
 Michael Baldwin, President
(Authorized Signature) (Representative Name, Title)
Michael Baldwin, President
(Printed Name and Title of Authorized Representative)
10-10-2019
(Date)
(305) 916-6223 / (305) 916-6222
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ BMS2000000001 - HEALTH FACILITIES APPRAISAL SERVICES

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Resources (“DHHR”), Bureau for Medical Services (hereinafter referred to as the “Bureau” or “BMS”) to establish a contract for Health Facilities Appraisal Services.

This Solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1: Provisions Required for Federally Funded Procurements.

NOTE: THE WVDHHR HAS DEVELOPED AN EEOP UTILIZATION REPORT AND IT IS AVAILABLE AT:

<http://www.wvdhhr.org/pdfs/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf>

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Services” means to implement a contract for services of a certified appraisal vendor to provide health facility appraisal services that are necessary for the Medicaid Program’s Long-Term Care Facility Reimbursement System, as more fully described in these specifications.

2.2 “Pricing Page” means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

2.3 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

REQUEST FOR QUOTATION
CRFQ BMS2000000001 - HEALTH FACILITIES APPRAISAL SERVICES

3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 3.1.** Vendor shall be a general real estate appraiser certified in the State of West Virginia and shall maintain a valid general real estate appraiser certification in the State of West Virginia for the life of the contract, including optional renewal years.
- 3.2.** Vendor shall have at least three (3) years' experience in health facility appraisal valuation under the current reproduction cost approach using a "model facility standard" ("MFS") and Marshall & Swift/Boeckh construction indices approach as opposed to the "fair market value" approach for these appraisals so that a Standard Appraised Value (SAV) based on the appraisal of the land, building, and equipment can be established for use in conjunction with the capital costs segment of our reimbursement system.
- 3.3.** Vendor shall provide at least three (3) references, of past appraisal work performed, along with a description of the work performed. **This should be submitted with the bid, but must be submitted prior to award.**

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

- 4.1.1** Vendor must obtain from BMS, a list of Long-Term Care Facilities to be appraised- See Appendix A for current nursing facilities (NF) and Appendix B for current Intermediate Care Facilities/Individuals with Intellectual Disabilities (ICF/IID) facilities. The list shall contain names and locations of those facilities to be appraised.
- 4.1.2** Vendor must carry out a program of appraisals for each designated health care facility in accordance with this RFQ.
 - 4.1.2.1** Annual updated appraisals must be completed between January 1st and June 30th of each year and must be delivered to the Bureau by October 1st of each year.

REQUEST FOR QUOTATION
CRFQ BMS2000000001 - HEALTH FACILITIES APPRAISAL SERVICES

- 4.1.2.2** Vendor will submit one (1) copy of each initial appraisal and/or annual update of each nursing facility appraisal and one (1) copy of each Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) appraisal. See Appendix C, Service Level Agreements (SLAs) for penalties for performance failures. In addition to this requirement, an electronic submission of each appraisal must be forwarded via email to the Office of Accountability and Management Reporting (OAMR).
- 4.1.2.3** Vendor must consult quarterly via telephone on a day and at a time mutually agreeable with the Bureau and the vendor on aspects of the appraisal program.
- 4.1.2.4** Vendor must prepare and submit to the Bureau, ad hoc reports within thirty (30) calendar days of request, to the Bureau, upon request. See Appendix C, Service Level Agreements (SLAs) for penalties for performance failures.
- 4.1.2.5** Vendor must supply an expert witness in the event of an appraisal appeal.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by initially completing the appraisal valuation of each long-term care and ICF facility (per unit cost) and provide annual update of appraisal valuation of each existing facility (per unit cost). For bidding purposes, please use the quantity of five (5) per contract year for Initial Complete Appraisal and One Hundred Eighty-Five (185) per contract year for Annual Updates. All-inclusive hourly rate for design, development, and production of ad hoc report). Please use the quantity of ten (10) hours per contract year for bidding purposes only. All-inclusive hourly rate for expert witness appearance in the event of an appraisal appeal. All travel and expenses are included in the hourly rate. Please use estimated quantity of 2.5 Hours per contract year. The estimated amounts for Initial Appraisals, Annual Updates, Ad-Hoc Reports and Expert Witness are estimates only for bidding purposes, used solely for evaluating bids; actual amounts

REQUEST FOR QUOTATION
CRFQ BMS200000001 - HEALTH FACILITIES APPRAISAL SERVICES

required and requested by the Bureau may vary during the life of the contract. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

5.3 Ordering Procedures: During the life of the contract with each SOW, the vendor shall provide résumés of staff to be assigned to the project to indicate that the staff meets the base qualifications for the classifications. Vendor must provide any licenses, credentials and required experience specific to the individual project requirements. Agency will indicate what additional criteria (if any) must be met for each project during their initial contact with the vendor to acquire the SOW.

In each SOW, the vendor shall provide the level of effort by staff required for each project stated in quantities of the prescribed hourly rates for approval prior to beginning work. Vendor must submit a SOW which identifies the project services, outcomes and deliverables (including deadlines) to support the request. DHHR must approve the SOW by issuance of an approved Delivery Order based on the quantity of hours prior to beginning work. Quantities on the approved Delivery Order are not to be exceeded without approval of a modified Delivery Order. DHHR reserves the right to not approve modifications to Delivery Orders.

Delivery Orders in excess of \$250,000.00 shall require processing as a Centralized Delivery Order through the WV State Purchasing Division. Delivery Orders of \$250,000.00 or less will be processed as Agency Delivery Orders.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency; See Appendix C for penalties for performance failures. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay a flat fee for Initial and Annual appraisals and an all-inclusive hourly rate for additional services, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

REQUEST FOR QUOTATION
CRFQ BMS2000000001 - HEALTH FACILITIES APPRAISAL SERVICES

- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

 - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

 - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

 - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

 - 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
CRFQ BMS2000000001 - HEALTH FACILITIES APPRAISAL SERVICES

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Michael Baldwin, President
Telephone Number: (305) 916-6223
Fax Number: (305) 916-6222
Email Address: Mike@OHCadv.com

Base Year 1 (one)	Cost (Unit)	Estimated Quantity	Total
Initial complete appraisal valuation of each long-term care and ICF facility (per unit cost)*	\$ 4,000	5 EA	\$20,000
Annual update of appraisal valuation of each existing facility (per unit cost)*	\$ 1,448	185 EA	\$ 267,880
All inclusive hourly rate for design, development, and production of ad hoc reports.	\$ 200	10 Hours	\$ 2,000
Expert Witness Testimony	\$ 450	2.5 Hours	\$ 1,125
Estimated Total			\$ 291,005

Optional Renewal Year 1 (one)	Cost (Unit)	Estimated Quantity	Total
Initial complete appraisal valuation of each long-term care and ICF facility (per unit cost)*	\$ 4,125	5 EA	\$ 20,625
Annual update of appraisal valuation of each existing facility (per unit cost)*	\$ 500	185 EA	\$ 92,500
All inclusive hourly rate for design, development, and production of ad hoc reports.	\$ 205	10 Hours	\$ 2,050
Expert Witness Testimony	\$ 460	2.5 Hours	\$ 1,150
Estimated Total			\$ 116,325

Optional Renewal Year 2 (two)	Cost (Unit)	Estimated Quantity	Total
Initial complete appraisal valuation of each long-term care and ICF facility (per unit cost)*	\$ 4,250	5 EA	\$ 21,250
Annual update of appraisal valuation of each existing facility (per unit cost)*	\$ 525	185 EA	\$ 97,125
All inclusive hourly rate for design, development, and production of ad hoc reports.	\$ 210	10 Hours	\$ 2,100
Expert Witness Testimony	\$ 470	2.5 Hours	\$ 1,175
Estimated Total			\$ 121,650

Optional Renewal Year 3 (three)	Cost (Unit)	Estimated Quantity	Total
Initial complete appraisal valuation of each long-term care and ICF facility (per unit cost)*	\$ 4,375	5 EA	\$ 21,875
Annual update of appraisal valuation of each existing facility (per unit cost)*	\$ 550	185 EA	\$ 101,750
All inclusive hourly rate for design, development, and production of ad hoc reports.	\$ 215	10 Hours	\$ 2,150
Expert Witness Testimony	\$ 480	2.5 Hours	\$ 1,200
Estimated Total			\$ 126,975

Base Year 1 (one) Total	\$ 291,005
Optional Renewal Year 1 Total	\$ 116,325
Optional Renewal Year 2 (two) Total	\$ 121,650
Optional Renewal Year 3 (three) Total	\$ 126,975
Grand Total based on 4 Years	\$0.00 \$655,955.00

Notes:

- 1) "Per unit cost" is the cost per health care facility appraisal that includes all related costs for the service.
- 2) "Estimated Quantity" is only an estimate for use in evaluating an estimated total cost. Actual quantities may be more or less.
- 3) The contract price will remain firm for the life of the contract.
- 4) Vendor will invoice BMS monthly for work completed in the previous month.
- 5) The Vendors Cost will include all general and administrative staffing (secretarial, clerical, etc.), travel, supplies and other resource costs necessary to perform all services within the scope of this procurement.
- 6) The cost bid will be evaluated on the Cost of Contract for the four (4) year period.
- 7) Vendor will not be eligible to invoice any operational or programmatic costs while invoicing for start-up costs.
- 8) Program services shall be invoiced monthly in arrears.

OPTIONAL SERVICES:

Major facility renovations may necessitate an additional appraisal during the year and is to be billed on a private pay basis to the facility requesting the additional appraisal.

OHC Advisors Inc

(Company)

Michael Baldwin, President

(Representative Name, Title)

(305) 916-6223 / (305) 916-6222

(Contact Phone/Fax Number)

10-10-2019

(Date)



Authorized Signature

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: OHC Advisors Inc

Authorized Signature: *m Babluia* Date: 10-10-2019

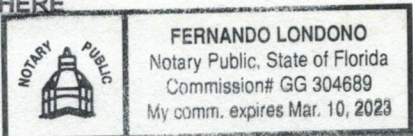
State of Florida

County of Miami-Dade, to-wit:

Taken, subscribed, and sworn to before me this 10th day of October, 2019.

My Commission expires 03/10, 2023

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: OHC Advisors Inc Address: 12060 SW 129th Ct, Suite 200
Miami, FL 33186

Name of Authorized Agent: Michael Baldwin Address: 12060 SW 129th Ct, Suite 200, Miami, FL 33186

Contract Number: CRFQ BMS2000000001 Contract Description: HEALTH FACILITIES APPRAISAL SERVICES

Governmental agency awarding contract: WV Department of Health and Resources, Bureau for Medical Services

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

Michael Baldwin, President

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: *m Baldwin* Date Signed: 10-10-2019

Notary Verification

State of Florida, County of Miami-Dade:

I, Michael Baldwin, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 10th day of October, 2019.

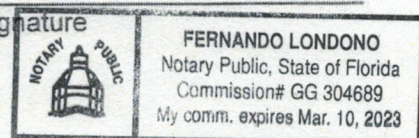
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



ATTACHMENT 1

Provisions Required for Federally Funded Procurements

1. **Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
2. **2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. **§200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.
 - (A) At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908),,

West Virginia Code of State Rules § 148-1-5 states:

§ 148-1-5. Remedies.

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.d. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.d.1. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.d.2. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.a. The Director may suspend, for a period not to exceed one (1) year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.a.1. The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.

5.4.a.2. The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.a.3. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.a.4. The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.

5.4.b. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.b.2. A notice of suspension must inform the vendor:

5.4.b.2.A. Of the grounds for the suspension;

5.4.b.2.B. Of the duration of the suspension;

5.4.b.2.C. Of the right to request a hearing contesting the suspension;

5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;

5.4.b.2.E. That the vendor's failure to request a hearing no later than five (5) working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.b.2.F. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.b.3. A vendor's failure to serve a request for hearing on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond. 5.4.b.4. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.b.5. Within five (5) working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.b.6. The hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.c. A vendor may appeal a decision of the Director to the Secretary of Administration. The appeal must be in writing and served on the Secretary no later than five (5) working days of receipt of the Director's decision.

5.4.d. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.e. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in West Virginia Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.a. Debarment proceedings shall be conducted in accordance with West Virginia Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.b. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.c. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor,

including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated. 5.5.d. Pursuant to West Virginia Code section 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.e. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.6. Damages.

5.6.a. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.b. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.c. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

(B) At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “**federally assisted construction contract**” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

41 CFR § 60-1.3 defines “Federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a “federally assisted construction contract” under 41 CFR Part 60-1.3, the following clause is included:

41 CFR 60-1.4 - Equal opportunity clause. (b) *Federally assisted construction contracts.*

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Davis-Bacon Act, as amended (40 U.S.C.3141–3148). Any construction contract resulting from this solicitation hereby requires compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act as amended (**33 U.S.C. 1251–1387**).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)— Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.”

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— Any contract resulting from this solicitation requires compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**APPENDIX A
NURSING HOME FACILITIES**

ANSTED CENTER	106 Tyree Stree Operations LLC	96 TYREE STREET	ANSTED	WV	Fayette	(304)658-5271
BERKELEY SPRINGS CENTER	Stonerise Healthcare	456 AUTUMN ACRES ROAD	BERKELEY SPRINGS	WV	Morgan	(304)258-3673
BISHOP JOSEPH HODGES CONTINUOUS CARE CENTER	Bishop Joseph Hodges Continuous Care Center	236 BRANSFIELD PLACE	WHEELING	WV	Ohio	(304)243-3800
BRAXTON HEALTH CARE CENTER	Braxton Health Care Center, LLC	859 DAYS DRIVE	Sutton	WV	Braxton	(304)765-2861
BRIDGEPORT HEALTH CARE CENTER	Bridgeport Health Care Center	1081 MAPLEWOOD DRIVE	Bridgeport	WV	Harrison	(304)842-4135
BRIGHTWOOD CENTER	840 Lee Road Operations, LLC	840 LEE ROAD	Follansbee	WV	Brooke	(304)527-1100
CABELL HEALTH CARE CENTER	Cabell Health Care Center, LLC	30 HIDDEN BROOK WAY	CULLODEN	WV	Cabell	(304)390-5709
CAMERON NURSING AND REHABILITATION CENTER	Cameron Nursing & Rehabilitation Center	ROUTE 4, BOX 20	CAMERON	WV	Marshall	(304)686-3318
CANTERBURY CENTER	80 Maddex Drive Operations, LLC	80 MADDEX DRIVE	SHEPHERDSTOWN	WV	Jefferson	(304)876-9422
CARE HAVEN CENTER	2720 Charles Town Road Operations, LLC	2720 CHARLES TOWN ROAD	MARTINSBURG	WV	Berkeley	(304)263-0933
CAREHAVEN OF PLEASANTS	Pleasants Carehaven Operating, LLC	506 RIVERVIEW ROAD	BELMONT	WV	Pleasants	(304)665-2065
CEDAR RIDGE CENTER	302 Cedar Ridge Road Operations, LLC	302 CEDAR RIDGE ROAD	SISSONVILLE	WV	Kanawha	(304)984-0046
CLARKSBURG NURSING AND REHABILITATION CENTER	Clarksburg Nursing and Rehabilittation Center, LLC	801 DAVISSON RUN ROAD	Clarksburg	WV	Harrison	(304)624-6500
CLARY GROVE	Clary Grove	209 CLOVER STREET	MARTINSBURG	WV	Berkeley	(304)263-8921
CLAY HEALTH CARE CENTER	Clay Health Care Center	1053 CLINIC DRIVE	IVYDALE	WV	Clay	(304)286-4204
CORTLAND ACRES NURSING HOME	Cortland Acres Association, Inc.	39 CORTLAND ACRES LANE	THOMAS	WV	Tucker	(304)463-4181
CRESTVIEW MANOR NURSING AND REHABILITATION	Crestview-THS, LLC	199 COURT STREET	JANE LEW	WV	Lewis	(304)884-7811
DAWN VIEW CENTER	Diane Drive Operations, LLC	11 DIANE DRIVE	FORT ASHBY	WV	Mineral	(304)298-3602
DUNBAR CENTER	Dunbar Center	501 CALDWELL LANE	DUNBAR	WV	Kanawha	(304)744-4761
E.A. HAWSE NURSING AND REHABILITATION CENTER	E.A. Hawse Nursing and Rehabilitation Center	18086 STATE ROUTE 55	BAKER	WV	Hardy	(304)897-5903
EAGLE POINTE	Parkersburg Acquisition, LLC	1600 27TH STREET	parkersburg	WV	Wood	(304)485-6476
EASTBROOK CENTER	Eastbrook Center	3819 CHESTERFIELD AVENUE	CHARLESTON	WV	Kanawha	(304)925-4771
ELDERCARE HEALTH AND REHABILITATION	Eldercare of Jackson County, LLC	107 MILLER DRIVE	RIPLEY	WV	Jackson	(304)372-5115
ELKINS REGIONAL CONVALESCENT CENTER	Elkins Regional Convalescent Center, Inc.	1175 BEVERLY PIKE	Elkins	WV	Randolph	(304)636-1391
FAIRMONT HEALTHCARE AND REHABILITATION CENTER	Guardian Elder Care at Fairmont, LLC	130 KAUFMAN DRIVE	Fairmont	WV	Marion	(304)363-5633
FAYETTE NURSING AND REHABILITATION CENTER	Fayette Nursing and Rehabilitation Center	100 HRESAN BOULEVARD	FAYETTEVILLE	WV	Fayette	(304)574-0770
GLASGOW HEALTH AND REHABILITATION CENTER	Glasgow Operating Company LLC	120 MELROSE DRIVE, BOX 350	GLASGOW	WV	Kanawha	(304)595-1155
GLENVILLE CENTER	Sunbridge Glenville Health Care, LLC	111 FAIRGROUND ROAD	Glenville	WV	Gilmer	(304)462-5718

**APPENDIX A
NURSING HOME FACILITIES**

GOOD SAMARITAN SOCIETY OF BARBOUR COUNTY	The Evangelical Lutheran Good Samaritan Society	216 SAMARITAN CIRCLE	BELINGTON	WV	Barbour	(304)823-2555
GOOD SHEPHERD NURSING HOME	Good Shepherd Nursing Home, LC	159 EDGINGTON LANE	wheeling	WV	Ohio	(304)242-1093
GRANT COUNTY NURSING HOME	Grant County Nursing Home	127 EARLY AVENUE	Petersburg	WV	Grant	(304)257-4233
GREENBRIER HEALTH CARE CENTER	Greebrier County Nursing Home Associates	ROUTE 2, BOX 159A	LEWISBURG	WV	Greenbrier	(304)645-3076
GUARDIAN ELDER CARE AT WHEELING	Guardian Elder Care at Wheeling, LLC	20 HOMESTEAD AVENUE	WHEELING	WV	Ohio	(304)234-0500
HAMPSHIRE CENTER	Hampshire Center	260 SUNRISE BOULEVARD	ROMNEY	WV	Hampshire	(304)822-7527
HAMPSHIRE MEMORIAL HOSPITAL	Valley Health Hampshire Memorial Hospital, Inc.	363 SUNRISE BLVD	ROMNEY	WV	Hampshire	(304)822-4561
HARPER MILLS	Riparian Investments, LLC	100 HEARTLAND DRIVE	BECKLEY	WV	Raleigh	(304)256-1650
HERITAGE CENTER	Heritage Center	101-13TH STREET	HUNTINGTON	WV	Cabell	(304)525-7622
HIDDEN VALLEY CENTER	422 23rd Street Operations, LLC	422 23RD STREET	OAK HILL	WV	Fayette	(304)465-1903
HILLCREST HEALTH CARE CENTER	Hillcrest Health Care Center, LLC	432 KENMORE DRIVE	DANVILLE	WV	Boone	(304)369-0986
HILLTOP CENTER	Saddle Shop Road Operations, LLC	152 SADDLESHOP ROAD	HILLTOP	WV	Fayette	(304)469-2966
HOLBROOK NURSING HOME	Holbrook Nursing Home, Inc.	183 HOLBROOK ROAD	Buckhannon	WV	Upshur	(304)472-3280
HUNTINGTON HEALTH AND REHABILITATION CENTER	Seventeenth Street Associates, LLC	1720 17TH STREET	HUNTINGTON	WV	Cabell	(304)529-6031
LEWISBURG CENTER	Lewisburg Center LLC	979 ROCKY HILL ROAD	RONCEVERTE	WV	Greenbrier	(304)645-7270
LINCOLN NURSING AND REHABILITATION CENTER	Lincoln Nursing and Rehabilitation, LLC	200 MONDAY DRIVE	HAMLIN	WV	Lincoln	(304)824-3133
LOGAN CENTER	Three Mile Curve Operations, LLC	55 LOGAN MINGO MENTAL HEALTH CENTER ROAD	LOGAN	WV	Logan	(304)752-2273
MADISON PARK HEALTHCARE	Fairhaven OpCo, LLC	700 MADISON AVENUE	HUNTINGTON	WV	Cabell	(304)522-0032
MADISON, THE	The Madison	161 BAKERS RIDGE ROAD	MORGANTOWN	WV	Monongalia	(304)285-0692
MAIN STREET CARE	Main Street Hinton	189 SUMMERS HOSPITAL ROAD, SUITE 300	HINTON	WV	Summers	(304)466-6090
MAPLES NURSING HOME	Maples Nursing Home	1600 BLAND STREET	BLUEFIELD	WV	Mercer	(304)327-2485
MAPLESHIRE NURSING AND REHABILITATION CENTER	Morgantown SNF Acquisition, LLC	30 MON GENERAL DRIVE	MORGANTOWN	WV	Monongalia	(304)285-2720
MARMET CENTER	1 Sutphin Drive Operations LLC	ONE SUTPHIN DRIVE	MARMET	WV	Kanawha	(304)949-1580
MCDOWELL NURSING AND REHABILITATION CENTER	McDowell Nursing and Rehabilitation Center	150 VENUS ROAD	GARY	WV	Mcdowell	(304)448-2121
MEADOW GARDEN	Rainelle Center, LLC	606 PENNSYLVANIA AVENUE	RAINELLE	WV	Greenbrier	(304)438-6127
MEADOWBROOK ACRES	Harrel Memorial Nursing Center	2149 GREENBRIER STREET	Charleston	WV	Kanawha	(304)344-4268
MEADOWVIEW MANOR	Bridgeport Center LLC	41 CRESTVIEW TERRACE	BRIDGEPORT	WV	Harrison	(304)842-7101
MERCER NURSING AND REHABILITATION CENTER	AMFM of Mercer County, Inc.	1275 SOUTHVIEW DRIVE	BLUEFIELD	WV	Mercer	(304)325-5448

**APPENDIX A
NURSING HOME FACILITIES**

MILETREE CENTER	825 Summit Street Operations, LLC	825 SUMMIT STREET	SPENCER	WV	Roane	(304)927-1007
MINNIE HAMILTON HEALTH CARE	Minnie Hamilton Health Care Center	186 HOSPITAL DRIVE	GRANTSVILLE	WV	Calhoun	(304)354-9244
MONTGOMERY GENERAL ELDERLY CARE	Montgomery General Elderly Care	501 ADAMS STREET	MONTGOMERY	WV	Fayette	(304)442-7479
MONTGOMERY GENERAL HOSPITAL	Montgomery General Hospital, Distinct Part	401 6TH AVENUE	MONTGOMERY	WV	Fayette	(304)442-5151
MORGANTOWN HEALTH AND REHABILITATION CENTER	Morgantown Operating Company LLC	1379 VAN VOORHIS RD	Morgantown	WV	Monongalia	(304)599-9480
MOUND VIEW	Moundsville Center LLC	2200 FLORAL STREET	Moundsville	WV	Marshall	(304)843-1035
NELLA'S INC	Nella's Inc.	399 FERGUSON ROAD	ELKINS	WV	Randolph	(304)636-1008
NELLA'S NURSING HOME	Nella's Nursing Home, Inc.	200 WHITMAN AVENUE, CRYSTAL SPRINGS	ELKINS	WV	Randolph	(304)636-2033
NEW MARTINSVILLE CENTER	Sunbridge Mountain Care Management, LLC	225 RUSSELL AVENUE	NEW MARTINSVILLE	WV	Wetzel	(304)455-2600
OAK RIDGE CENTER	1000 Association Drive	1000 ASSOCIATION DRIVE	CHARLESTON	WV	Kanawha	(304)347-4372
OHIO VALLEY HEALTH CARE	Ohio Valley Health Care	222 NICOLETTE ROAD	PARKERSBURG	WV	Wood	(304)485-5137
PARKERSBURG CENTER	PARKERSBURG CENTER	1716 GIHON ROAD	Parkersburg	WV	Wood	(304)485-5511
PENDLETON MANOR	Pendleton Manor	68 GOOD SAMARITAN DRIVE	FRANKLIN	WV	Pendleton	(304)358-2322
PIERPONT CENTER AT FAIRMONT CAMPUS	1543 Country Club Road Manor Operations, LLC	1543 COUNTRY CLUB ROAD	Fairmont	WV	Marion	(304)363-2273
PINE LODGE	Pine Lodge	405 STANAFORD ROAD	BECKLEY	WV	Raleigh	(304)252-6317
PINE RIDGE	Kingwood Center LLC	300 MILLER ROAD	KINGWOOD	WV	Preston	(304)329-3195
PINE VIEW NURSING AND REHABILITATION CENTER	Pine View Nursing and Convalescent Home, Inc.	400 MCKINLEY STREET	HARRISVILLE	WV	Ritchie	(304)643-2712
PINEY VALLEY	Keyser Center LLC	135 SOUTHERN DRIVE	KEYSER	WV	Mineral	(304)788-3415
PLEASANT VALLEY NURSING AND REHABILITATION CENTER	Pleasant Valley Nursing and Rehabilitation Center	1200 SAND HILL ROAD	POINT PLEASANT	WV	Mason	(304)675-4340
POCAHONTAS CENTER	Stillwell Road Operations LLC	5 EVERETT TIBBS ROAD	MARLINTON	WV	Pocahontas	(304)799-7375
PRINCETON CENTER	Princeton Center LLC	1924 GLEN WOOD PARK RD.	PRINCETON	WV	Mercer	(304)425-8128
PRINCETON HEALTH CARE CENTER	Princeton Health Care Center	315 COURTHOUSE RD.	PRINCETON	WV	Mercer	(304)487-3458
PUTNAM CENTER	Putnam Center	300 SEVILLE ROAD	HURRICANE	WV	Putnam	(304)757-6805
RALEIGH CENTER	Raleigh Center	1631 RITTER DRIVE	DANIELS	WV	Raleigh	(304)763-3051
RAVENSWOOD VILLAGE	200 Ritchie Avenue Operations LLC	200 RITCHIE AVENUE	RAVENSWOOD	WV	Jackson	(304)273-9385
RIVER OAKS	Clarksburg Center LLC	100 PARKWAY DRIVE	Clarksburg	WV	Harrison	(304)624-6401
RIVERSIDE HEALTH AND REHABILITATION CENTER	Beverly Enterprises - West Virginia, Inc.	6500 MACCORKLE AVENUE SW	SAINT ALBANS	WV	Kanawha	(304)768-0002
ROANE GENERAL HOSPITAL	Roane General Hospital, Distinct Part	200 HOSPITAL DRIVE	Spencer	WV	Roane	(304)927-4444

**APPENDIX A
NURSING HOME FACILITIES**

ROSEWOOD CENTER	8 Rose Street Operations LLC	8 ROSE STREET	GRAFTON	WV	Taylor	(304)265-0095
SALEM CENTER	Salem Center	255 SUNBRIDGE DRIVE	SALEM	WV	Harrison	(304)782-3000
SHENANDOAH CENTER	Shenandoah Center	50 MULBERRY TREE STREET	Charles Town	WV	Jefferson	(304)724-1101
		201 WOOD STREET OPERATIONS, LLC	SISTERSVILLE	WV	Tyler	(304)652-1032
SISTERSVILLE CENTER	Sistersville Center	ROUTE 1 BOX 101-A	Lindside	WV	Monroe	(304)753-4332
SPRINGFIELD CENTER	Springfield Center LLC	PO BOX 9066	MONONGAH	WV	Marion	(304)534-5220
ST. BARBARA'S MEMORIAL NURSING HOME	St. Barbara's Memorial Nursing Home	AMALIA DRIVE #1	BUCKHANNON	WV	Upshur	(304)473-2000
ST. JOSEPH'S HOSPITAL	St. Joseph's Hospital, Distinct Part	125 FOX LANE	Chester	WV	Hancock	(304)387-0101
STONE PEAR PAVILION	Fox Nursing Home, Inc.	198 JOHN COOK NURSING HOME ROAD	HINTON	WV	Summers	(304)466-0332
SUMMERS NURSING AND REHABILITATION CENTER	AMFM OF SUMMERS COUNTY, INC.					
SUMMERSVILLE REGIONAL MEDICAL CENTER	Summersville Regional Medical Center, Distinct Part	400 FAIRVIEW HEIGHTS ROAD	SUMMERSVILLE	WV	Nicholas	(304)872-2891
SUNDALE NURSING HOME	Sundale Nursing Home	800 J D ANDERSON DRIVE	MORGANTOWN	WV	Monongalia	(304)599-0497
TAYLOR HEALTH CARE CENTER	Taylor Health Care Center	1 HOSPITAL PLAZA	GRAFTON	WV	Taylor	(304)265-0400
TEAYS VALLEY CENTER	Teays Valley Center	590 NORTH POPLAR FORK ROAD	HURRICANE	WV	Putnam	(304)757-7826
TRINITY HEALTH CARE OF LOGAN	Trinity Health Care Services, Inc.	1000 WEST PARK AVENUE	LOGAN	WV	Logan	(304)752-8723
TRINITY HEALTH CARE OF MINGO	Trinity Health Care Services, Incl	100 HILLCREST DRIVE	WILLIAMSON	WV	Mingo	(304)235-7005
TYGART CENTER AT FAIRMONT CAMPUS	1539 Country Club Road Operations, LLC	1539 COUNTRY CLUB ROAD	FAIRMONT	WV	Marion	(304)366-9100
VALLEY CENTER	1000 Lincoln Drive Operations, LLC	1000 LINCOLN DRIVE	CHARLESTON	WV	Kanawha	(304)768-4400
WAR MEMORIAL HOSPITAL	War Memorial Hospital, Distinct Part	1 HEALTHY WAY	BERKLEY SPRINGS	WV	Morgan	(304)258-6502
WAYNE NURSING AND REHABILITATION CENTER	AMFM of Wayne County, Inc.	6999 ROUTE 152	WAYNE	WV	Wayne	(304)697-7007
WEBSTER NURSING AND REHABILITATION CENTER	AMFM of Webster County, Inc.	411 ERBACON ROAD	COWEN	WV	Webster	(304)226-5301
WEIRTON GERIATRIC CENTER	Weirton Geriatric Center	2525 PENNSYLVANIA AVENUE	WEIRTON	WV	Hancock	(304)723-4300
WEIRTON MEDICAL CENTER	Weirton Medical Center, Distinct Part	601 COLLIERS WAY	Weirton	WV	Hancock	(304)797-6000
WELLSBURG CENTER	Wellsburg Center LLC	70 VALLEY HAVEN DR	Wellsburg	WV	Brooke	(304)394-5322
WHITE SULPHUR SPRINGS CENTER	Route 92 Operations, LLC	345 POCAHONTAS TRAIL	WHITE SULPHUR SPR	WV	Greenbrier	(304)536-4661
WILLOW TREE MANOR	Blue Ridge Nursing, LLC	1263 SOUTH GEORGE STREET	Charles Townn	WV	Jefferson	(304)725-6575
WILLOWS CENTER	723 Summers Street Operations, LLC	723 SUMMERS STREET	Parkersburg	WV	Wood	(304)428-5573
WORTHINGTON HEALTHCARE CENTER	Thirty Six Leasing Co., LLC	2675 36TH STREET	PARKERSBURG	WV	Wood	(304)485-7447
WYOMING NURSING AND REHABILITATION CENTER	AMFM Of Wyoming County, Inc.	236 WARRIOR WAY	NEW RICHMOND	WV	Wyoming	(304)294-7586

**APPENDIX B
ICF/IID FACILITIES**

Health Facility/Provider Search

Facility Name	Legal Name	Physical Address	City	State	Zip	County	Phone Number
1204 S. KANAWHA GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	1204 S. KANAWHA STREET	BECKLEY	WV	25801	Raleigh	(304)252-5676
5TH AVENUE GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	916 FIFTH AVENUE	SAINT ALBANS	WV	25177	Kanawha	(304)720-2331
6TH STREET WEST GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	1036 6TH STREET WEST	HUNTINGTON	WV	25701	Cabell	(304)399-1257
811 S. KANAWHA GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	811 S. KANAWHA STREET	BECKLEY	WV	25801	Raleigh	(304)252-5937
ACCOVILLE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	30 LULA SMOOTH DRIVE	ACCOVILLE	WV	25606	Logan	(304)583-7614
AMHERSTDALE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	525 PROCTOR BOTTOM ROAD	AMHERSTDALE	WV	25607	Logan	(304)583-7085
ARC GROUP HOME	ARC OF THE THREE RIVERS, INCORPORATED	523 24TH STREET	DUNBAR	WV	25064	Kanawha	(304)768-2345
BARBOUR STREET GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	140 BARBOUR STREET	BUCKHANNON	WV	26201	Upshur	(304)472-1350
BETSY BROH HOUSE	BETSY BROH HOUSE	1625 6TH AVENUE	HUNTINGTON	WV	25701	Cabell	(304)529-2793
BIRCH LANE GROUP HOME	POTOMAC CENTER, INCORPORATED	347 W. BIRCH LANE	ROMNEY	WV	26757	Hampshire	(304)822-3861
B-U GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	196 JACK LANE	BUCKHANNON	WV	26201	Upshur	(304)472-5503
CHAFIN GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	6905 MERRITTS CREEK ROAD	HUNTINGTON	WV	25702	Cabell	(304)736-7463
CHURCH LANE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	226 CHURCH LANE	PRINCETON	WV	24740	Mercer	(304)425-2069
CORNELL STREET GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	1600 CORNELL STREET	KEYSER	WV	26726	Mineral	(304)788-0101
CROSS LANES GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	5202 LINDA VISTA DRIVE	CROSS LANES	WV	25313	Kanawha	(304)776-5010
DAVIS STREET GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	26 DAVIS STREET	PETERSBURG	WV	26847	Grant	(304)257-4474
EAST END GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	300 RUFFNER AVENUE	CHARLESTON	WV	25301	Kanawha	(304)341-0242
EIGHTH AVENUE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	1519 8TH AVENUE	HUNTINGTON	WV	25701	Cabell	(304)523-0177
FAIRMONT GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	1542 MARY LOU RETTON DRIVE	FAIRMONT	WV	26554	Marion	(304)366-4415
FOWLER GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	408 FOWLER AVENUE	CLARKSBURG	WV	26301	Harrison	(304)622-0844
FRANKLIN GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	300 OLD PIKE ROAD	FRANKLIN	WV	26807	Pendleton	(304)358-2407
GABOYA PLACE GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	201 SOUTH WATER STREET	MARTINSBURG	WV	25401	Berkeley	(304)263-4601
GIHON ROAD GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	2240 GIHON ROAD	PARKERSBURG	WV	26101	Wood	(304)485-0482
GUYANDOTTE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	209 RICHMOND STREET	HUNTINGTON	WV	25702	Cabell	(304)522-6748

**APPENDIX B
ICF/IID FACILITIES**

HANSFORD STREET GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	637 HANSFORD STREET	SAINT ALBANS	WV	25177	Kanawha	(304)722-1979
HARMON SCHOOL ROAD GROUP HOME	HARMON SCHOOL ROAD GROUP HOME	2164 HARMON SCHOOL ROAD	PRINCETON	WV	24739	Barbour	(304)425-4200
HUDSON STREET GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	222 HUDSON STREET	SAINT ALBANS	WV	25177	Kanawha	(304)727-5170
JACKSON AVENUE GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	330 JACKSON AVENUE	MADISON	WV	25130	Boone	(304)369-1779
JUDYVILLE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	308 JUDYVILLE ROAD	LEWISBURG	WV	24901	Greenbrier	(304)647-3211
KENOVA GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	1802 BEECH STREET	KENOVA	WV	25530	Wayne	(304)453-3239
LAKEVIEW GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	826 LAKEVIEW DRIVE	PARKERSBURG	WV	26101	Wood	(304)422-5359
MAIN STREET GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	264 WEST MAIN STREET	SALEM	WV	26426	Harrison	(304)782-3517
MCGHEE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	6961 RIGHTFORK MERRITTS CREEK RD	HUNTINGTON	WV	25702	Cabell	(304)762-2430
MCVEIGH GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	1941 MCVEIGH AVENUE	HUNTINGTON	WV	25703	Cabell	(304)399-1252
MONROE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	1319 MONROE AVENUE	HUNTINGTON	WV	25704	Cabell	(304)399-1261
MONTVUE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	340 MONTVUE DRIVE	LEWISBURG	WV	24901	Greenbrier	(304)645-4215
MT CLARE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	7782 MOUNT CLARE ROAD	MOUNT CLARE	WV	26408	Harrison	(304)745-3014
NORTHSIDE GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	1200 THIRD STREET	MARTINSBURG	WV	25401	Berkeley	(304)263-4742
NUTTER FORT GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	218 INDIANA AVENUE	NUTTER FORT	WV	26301	Harrison	(304)624-6022
OAK HILL GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	134 BEECH AVENUE	OAK HILL	WV	25901	Fayette	(304)465-0505
OLD BLUEFIELD GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	591 OLD BLUEFIELD ROAD	PRINCETON	WV	24739	Barbour	(304)425-6204
POTOMAC CENTER	POTOMAC CENTER	ONE BLUE STREET	ROMNEY	WV	26757	Hampshire	(304)822-3861
RAVEN AVENUE GROUP HOME	NORTHWOOD HEALTH SYSTEMS, INCORPORATED	26 RAVEN AVENUE	WHEELING	WV	26003	Ohio	(304)234-3563
REM WV, INC., ARLINGTON	REM WEST VIRGINIA, INCORPORATED	115 ARLINGTON AVENUE	MOUNDSVILLE	WV	26041	Marshall	(304)845-0664
REM WV, INC., BROOKHAVEN ROAD	REM WEST VIRGINIA, INCORPORATED	618 BROOKHAVEN ROAD	MORGANTOWN	WV	26508	Monongalia	(304)292-6794
REM WV, INC., CURTIS AVENUE	REM WEST VIRGINIA, INCORPORATED	904 CURTIS AVENUE	MORGANTOWN	WV	26505	Monongalia	(304)296-5304
REM WV, INC., FLYNN AVENUE	REM WEST VIRGINIA, INCORPORATED	1501 FLYNN AVENUE	WHEELING	WV	26003	Ohio	(304)242-9330
REM WV, INC., G. C. & P. ROAD	REM WEST VIRGINIA, INCORPORATED	147 G.C. & P. ROAD	WHEELING	WV	26003	Ohio	(304)232-1749
REM WV, INC., NEW MARTINSVILLE	REM WEST VIRGINIA, INCORPORATED	170 PADUCAH DRIVE	NEW MARTINSVILLE WV		26155	Wetzel	(304)455-4804

**APPENDIX B
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REM WV, INC., ROCKDALE ROAD	REM WEST VIRGINIA, INCORPORATED	131 ROCKDALE ROAD	FOLLANSBEE	WV	26037	Brooke	(304)527-0192
REM WV, INC., WHITE AVENUE	REM WEST VIRGINIA, INCORPORATED	1040 WHITE AVENUE	MORGANTOWN	WV	26505	Monongalia	(304)296-9026
REM WV, INC., WOODCREST DRIVE	REM WEST VIRGINIA, INCORPORATED	201 WOODCREST DRIVE	FOLLANSBEE	WV	26037	Brooke	(304)527-1514
RITZ AVENUE GROUP HOME	NORTHWOOD HEALTH SYSTEMS, INCORPORATED	2302 RITZ AVENUE	WHEELING	WV	26003	Ohio	(304)234-3561
RIVERVIEW GROUP HOME	NORTHWOOD HEALTH SYSTEMS, INCORPORATED	102 12TH STREET	MC MECHEM	WV	26040	Marshall	(304)234-3520
RUSSELL NESBITT APARTMENTS	NORTHWOOD HEALTH SYSTEMS, INCORPORATED	501 MAIN STREET	WHEELING	WV	26003	Ohio	(304)234-3530
SALEM GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	272 W. MAIN STREET	SALEM	WV	26426	Harrison	(304)782-3068
SIXTEENTH STREET GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	2126 16TH STREET	PARKERSBURG	WV	26101	Wood	(304)485-0478
SOUTHSIDE GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	1207 WEST VIRGINIA AVENUE	MARTINSBURG	WV	25401	Berkeley	(304)263-4871
SPRING STREET GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	1615 SPRING STREET	PARKERSBURG	WV	26101	Wood	(304)485-0476
STONEWOOD GROUP HOME	RSCR WEST VIRGINIA, INCORPORATED	8082 SOUTH 2ND STREET	STONEWOOD	WV	26301	Harrison	(304)624-6002
SUMMERSVILLE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	509 DUFFY STREET	Summersville	WV	26651	Nicholas	(304)872-2042
TEMPLE STREET GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	510 TEMPLE STREET	BECKLEY	WV	25801	Raleigh	(304)252-6871
TERRA ALTA CHILDREN'S HOME	TERRA ALTA CHILDREN'S HOME	101 EAST VIEW DRIVE	TERRA ALTA	WV	26764	Preston	(304)789-6795
THOMPSON GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	651 GLENWOOD HAVEN ROAD	PRINCETON	WV	24739	Barbour	(304)487-9042
VALLEY VIEW GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	129 VALLEY VIEW DRIVE	PRINCETON	WV	24740	Mercer	(304)425-0479
VIRGINIA AVENUE GROUP HOME	VOCA CORPORATION OF WEST VIRGINIA, INCORPORATED	821 VIRGINIA AVENUE	HUNTINGTON	WV	25701	Cabell	(304)523-0196
WASHINGTON STREET GROUP HOME	POTOMAC CENTER, INCORPORATED	400 WASHINGTON STREET	ROMNEY	WV	26757	Hampshire	(304)822-3330
WOODWARD CHILDREN'S HOME	WOODWARD CHILDREN'S HOME	1033 WOODWARD DRIVE	CHARLESTON	WV	25312	Kanawha	(304)720-6903

APPENDIX C

Request for Proposal
Facility Appraisal Services
BMS

Appendix C : Service Level Agreements (SLAs)

Because performance failures by the Vendor may cause BMS to incur additional administrative costs, BMS may assess liquidated damages against the Vendor pursuant to this section, and deduct the amount of the damages from any payments due the Vendor. Unless specified otherwise, BMS may give written notice to the Vendor of the failure that might result in the assessment of damages and the proposed amount of the damages. The Vendor shall have ten (10) calendar days from the date of the notice in which to dispute BMS's determination.

Prior to commencement of Operations, BMS and the Vendor are to review all SLAs to determine if revisions are needed. Thereafter, similar reviews are to be held annually, upon the implementation of a change that impacts existing SLAs, and/or at the request of BMS.

Service Level Agreement Description	Penalty
Reports and Reporting Annual updated appraisals must be completed between January 1 st and June 30 th of each year and must be delivered to the Bureau by October 1 st of each year.	Up to \$100 per each business day the reports are not submitted to BMS as the agreed upon date in this RFQ.
Vendor must prepare and submit to the Bureau, ad hoc reports within thirty (30) calendar days of request, to the Bureau, upon request.	Up to \$100 per each business day the reports are not submitted to BMS as the agreed upon date in this RFQ.

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: _____

Signature: _____

Title: _____

Date: _____

Michael Baldwin, President
OHC Advisors Inc


Name of Associate: _____

Signature: M Baldwin

Title: President

Date: 10-10-2019

Form - WVBA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 19
BY 
Patrick Morrissey
Attorney General

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: Michael Baldwin, President, OHC Advisors Inc
West Virginia Department of Health and Human
Resources Bureau for Medical Services
Name of Agency: _____

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

All (types of PHI listed on App. A) in paper, electronic, verbal or any other form. Including, but not limited to: Patient names and dates of birth.