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ome, Lu Anne Cottrill		Procurement Budgeting	Accounts Receivable	Accounts Payable		
citation Response(SR) Dept: 0511 ID: ESR101519000	00002400 Ver.: 1 Functio	on: New Phase: Final	Modified by batch	, 10/15/2019		
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General Information Contact Default Values Dis	scount Document Informat	tion				
	Document monna					
Procurement Folder: 565850			SO Doc Code: CR			
Procurement Type: Central Master Agreement			SO Dept: 05	11		
Vendor ID: 000000100561	2		SO Doc ID: BM	IS200000001		
Legal Name: SOUTHWESTERN APPRAI	SAL CO		Published Date: 10	9/19		
Alias/DBA: WINGATE & WINGATE			Close Date: 10	15/19		
Total Bid: \$1,775,000.00			Close Time: 13	30		
Response Date: 10/15/2019			Status: Clo	sed		
		Solicita		ddendum No. 1 - Health Facility	~	
Response Time: 11:33		Solicit		opraisal Services (HFAS)	0	
		Total of Head	der Attachments: 1			
		T - 4 - 1 - 6	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 ESR1015190000002400	1				

VENDOR					
00000100561					
SOUTHWESTERN APPRAISAL CO					
WINGATE & WINGATE					
Solicitation Number: CRFQ 0511	BMS200000001				

Total Bid : \$1,775,000.00

Response Date: 2019-10-15

Response Time: 11:33:14

Comments:

FOR INFORMATION CONTACT THE BUY	OR 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 conditi	one 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	\$3,400.000000	\$17,000.00
Comm Code	Manufacturer	Specification		Model #	
80131802					
Extended Des	scription : Base Year One Initial Com 4.1.1 and 4.1.2.2, per unit of	plete Appraisal V cost.	Valuation of e	ach Long-Term Ca	re and Intermediate Care Facilities, Section

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	\$3,400.000000	\$17,000.00
Comm Code	Manufacturer	Specification		Model #	
80131802					
Extended Des	scription : Optional Renewal Year Intermediate Care Facili	One (1) Complete A ity (ICF), Section 4.	Appraisal Val 1.1 and 4.1.2	uation of each exist .2, per unit cost.	ting Long Term Care Facility (LTCF) and

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	\$3,400.000000	\$17,000.00

Comm Code	Manufacturer	Specification	Model #	
80131802				
Extended Descript	tion : Optional Renewa Intermediate Car	al Year Two (2) Complete Appraisal e Facility (ICF), Section 4.1.1 and 4	Valuation of each existing Long Ter .1.2.2, per unit cost.	m Care Facility (LTCF) and

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	\$3,400.000000	\$17,000.00
Comm Code	Manufacturer	Specification		Model #	
80131802					
Extended Des	scription : Optional Renewal Year Intermediate Care Facili	Three (3) Complete ty (ICF), Section 4.	e Appraisal Va 1.1 and 4.1.2	aluation of each exi .2, per unit cost.	isting Long Term Care Facility (LTCF) and

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	\$2,210.000000	\$408,850.00
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					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	OptRenew Update-Ap	Yr1-Annual praisal Valuation-each	185.00000	EA	\$2,270.000000	\$419,950.00
Comm Code	Mar	nufacturer	Specification		Model #	
80131802						
Extended Description : Optional Renewal Ye unit cost.			ne (1) Annual Upo	date of Appra	isal Valuation for ea	ach facility, Section 4.1.2.1 and 4.1.2.2, per

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	OptRenewYr2-Annual Update-Appraisal Valuation-each	185.00000	EA	\$2,330.000000	\$431,050.00

Comm Code	Manufacturer	Specification	Model #	
80131802				
Extended Descript	tion : Optional Renewa	I Year Two (2) Annual Update of A	ppraisal Valuation for each facilit	y, Section 4.1.2.1 and 4.1.2.2, per

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	OptRenewYr3-Annual Update-Appraisal Valuation-each	185.00000	EA	\$2,390.000000	\$442,150.00
Comm Code	Manufacturer	Specification		Model #	
80131802					
Extended Des	scription : Optional Renewal Year T unit cost.	hree (3) Annual U	pdate of App	raisal Valuation for	each facility, Section 4.1.2.1 and 4.1.2.2, per

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	\$100.000000	\$1,000.00

0	M	On a sifile stile a	NA - 1-1 <i>H</i>	
Comm Code	Manufacturer	Specification	Model #	
80131802				
Extended Description		e (1) Ad Hoc Reporting, Section 4. , Section 4.1.2.4	.1.2.4, all inclusive hourly rate for design	i, development, and production of

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	\$100.000000	\$1,000.00
Comm Code	Manufacturer	Specification		Model #	
80131802					
Extended Des	scription : Optional Renewal Year Or production of ad hoc repor	ne (1) Ad Hoc Re ts, Section 4.1.2	porting, Sect 4	ion 4.1.2.4, all incl	usive hourly rate for design, development, and

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	\$100.000000	\$1,000.00

Comm Code	Manufacturer	Specification	Model #	
80131802				
Extended Descript	ion : Optional Renewa	I Year Two (2) Ad Hoc Reporting, 3 noc reports, Section 4.1.2.4	Section 4.1.2.4, all inclusive hour	y rate for design, development, and
	production of du			

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	\$100.000000	\$1,000.00
Comm Code	Manufacturer	Specification		Model #	
80131802					
Extended Des	scription : Optional Renewal Year Tw production of ad hoc report	o (2) Ad Hoc Re s, Section 4.1.2	porting, Sect .4	ion 4.1.2.4, all incl	lusive hourly rate for design, development, and

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	\$100.000000	\$250.00
Comm Code	Manufacturer	Specification		Model #	
80131802					
Extended De	scription : Base Year One (1) All in travel and expenses inclu	clusive hourly rate uded in hourly rate	for expert wit	ness appearance	in the event of an appeal, Section 4.1.2.5. Al

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	\$100.000000	\$250.00
Comm Code	Manufacturer	Specification		Model #	
80131802					
Extended Des	scription : Base Year One (1) All incl travel and expenses includ	usive hourly rate led in hourly rate	for expert wit	ness appearance	in the event of an appeal, Section 4.1.2.5. All

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	\$100.000000	\$250.00

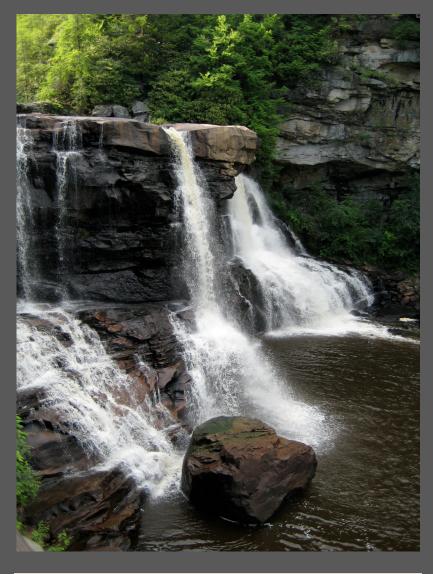
Comm Code	Manufacturer	Specification	Model #	
80131802				
Extended Descrip	otion : Base Year One (travel and expension	 All inclusive hourly rate for expe ses included in hourly rate. 	rt witness appearance in the ever	nt of an appeal, Section 4.1.2.5. Al

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	6 Optional Renewal Year Three-Expert Witness, Hourly Rate		HOUR	\$100.000000	\$250.00
Comm Code	Manufacturer	Specification		Model #	
80131802					
Extended Des	scription : Base Year One (1) All incluter travel and expenses include	isive hourly rate ed in hourly rate	for expert wit	ness appearance	in the event of an appeal, Section 4.1.2.5. All

Southwestern Appraisal Company

5111 Melrose Ave NW Roanoke, Virginia 24017 Phone: 540-986-0472 Fax: 540-986-0927 E-Mail: <u>swappraisal@aol.com</u>

<u>Health</u> <u>Facility</u> <u>Appraisal</u> <u>Services</u>



Blackwater Falls

October 14, 2019 CRFQ0511 BMS200000001

SOUTHWESTERN APPRAISAL COMPANY

5111 MELROSE AVENUE, N.W. • ROANOKE, VIRGINIA 24017 • (540) 986-0472 • FAX: (540) 986-0927

October 14, 2019

WV Department of Administration, Purchasing Division 2019 Washington Street, East Charleston, WV 25305-0130

Dear Ms. Lyle:

Re: Health Facility Appraisals Bureau for Medical Services CRFQ0511 BMS2000000001

Pursuant to the "CRFQ0511", to provide Health Facility Appraisal Services necessary for the Medicaid Program's long-term care facility reimbursement system, we are pleased to submit the following:

Southwestern Appraisal Company assisted in the development of the existing Appraisal Program, in cooperation with the WV Department of Transportation between 1977 and 1979. Since that date we have made the initial complete appraisal valuations and conducted the annual update of all licensed LTCF/ICF/IID facilities, including the 2019 Updates.

I hereby certify that this Quotation meets all specifications set forth within the CRFQ, and was developed without collusion or any other consideration contingent upon, or resulting from, an award of the contract.

Please find attached hereto and made a part of this quotation, a current copy of Certified General Real Estate Appraiser License for J. Gregory Wingate. The location and base of operations for the staff working on this contract will remain the same as in the previous years at 5111 Melrose Avenue, Roanoke, VA, 24017.

Thank you for allowing us this opportunity to submit this Quotation. If I can provide additional information, or if there are any questions or comments regarding this Quotation, please feel free to contact me at any time.

Respectfully submitted,

SOUTHWESTERN APPRAISAL COMPANY

V Gregory Wingate, ASA Certified General Appraiser, #155

JGW/kgw Attachments

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General Terms And Conditions

Southwestern Appraisal Company hereby shall agree to all terms, conditions, and specifications contained in the CRFQ 0511 BMS200000001, Appendix A (Nursing Home Facilities), B (ICF/IID Facilities) and C (SLAs), Attachment 1 (Provisions Required for Federally Funded Procurements), Addendum Number 1 and the HIPAA Business Associate Addendum.

Southwestern Appraisal Company is registered as a vendor and certified as a Small Business under §5A-3-59 small, women and minority-owned businesses in WV OASIS.

Southwestern Appraisal Company has worked with the Bureau for Medical Services for over 40 years. Greg Wingate has personally inspected and appraised all of the 185 facilities in this reimbursement project and has gained extensive knowledge of each facility including its history, ownerships and physical details of each facility. He has personally witnessed the positive outcomes for the resident's living conditions from this unique program. He offers his expertise in maintaining a successful and efficient SAV program and will commit to continuing an excellent work relationship with the Bureau for Medical Services. As in years past, he will continue to answer questions and discuss aspects of the SAV program for the Bureau for Medical Services as well as assist in explaining the SAV program to the Health Care Facilities. Southwestern Appraisal Company

COMMERCIAL GENERAL LIABILITY INSURANCE

5	IIS CERTIFICATE IS ISSUED AS								DATE (MM/DD/YYYY) 10/08/2019
TH PC Al	IS CERTIFICATE DOES NOT AF DLICIES BELOW. THIS CERTIFIC JTHORIZED REPRESENTATIVE C	FIRMA ATE C DR PR	ATIVEL OF INS ODUC	Y OR NEGATIVE URANCE DOES ER, AND THE CE	ELY AN NOT C ERTIFIC	MEND, EXTEND ONSTITUTE A CATE HOLDER.	OR ALTER	THE COVERAGE AFFO BETWEEN THE ISSUIN	RDED BY THE G INSURER(S),
su	PORTANT: If the certificate hold bject to the terms and conditions onfer rights to the certificate hold	of th	e polic	cy, certain policie	es may nt(s).	require an end			
	DUCER				CONTA NAME:	СТ			
1473	VK ADVISERS INC 32897 Hartford Business Service Center				PHONE (A/C, N) 467-8730	FAX (A/C, No):	(888) 443-6112
) Wiseman Blvd				E-MAIL				
San	Antonio, TX 78265				ADDRE		RER(S) AFFORDI	0.00//50405	NAIC#
Merri	RED				INSURE		el Insurance C		11000
	GATE & WINGATE LLC					Proper		ty Insurance Company	34690
	1 MELROSE AVE NW				INSURE	ERB: of Hart			01000
ROA	NOKE VA 24017-2341				INSURE	ER C :			
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					INSURE	ER E :			
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co	VERAGES C	ERTI	ICATI	E NUMBER:	1		REVIS	ION NUMBER:	
CE	DICATED.NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR M ERMS, EXCLUSIONS AND CONDITION	AY PE S OF S	RTAIN	, THE INSURANCE OLICIES. LIMITS SH	E AFFO	RDED BY THE	POLICIES DES	CRIBED HEREIN IS SUB PAID CLAIMS.	JECT TO ALL THE
LTR	TYPE OF INSURANCE		WVD	POLICY NUMBE	ER	(MM/DD/YYYY)	(MM/DD/Y YYY)	LIMIT	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,00
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$1,000,00
	X General Liability							MED EXP (Any one person)	\$10,00
A		х		14 SBA BL99	996	05/21/2019	05/21/2020	PERSONAL & ADV INJURY	\$1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- UFOT X LOC							GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$2,000,00 \$2,000,00
									\$2,000,00
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	
	ANY AUTO							(Ea accident) BODILY INJURY (Per person)	
	ALL OWNED SCHEDULED							,	
	AUTOS AUTOS HIRED NON-OWNED							BODILY INJURY (Per accident	()
	AUTOS AUTOS							(Per accident)	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	
	EXCESS LIAB CLAIMS- MADE DED RETENTION \$	-						AGGREGATE	
								PER X OTH	-
								ISTATUTE ER	\$500.00
в	PROPRIETOR/PARTNER/EXECUTIVE	N/ A		14 WEC CT3	095	05/21/2019	05/21/2020		
	(Mandatory in NH) If yes, describe under							E.L. DISEASE -EA EMPLOYEI	
A	EMPLOYMENT PRACTICES			14 SBA BL99	996	05/21/2019	05/21/2020	Each Claim Limit	\$10,00 \$10,00
A Thos polic CEF State 2019	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PATNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR/PTION OF OPERATIONS below EMPLOYMENT PRACTICES LIABILITY Ser usual to the Insured's Operations	EHICLE		14 SBA BL99	996 marks Sc onal ins	05/21/2019 chedule, may be atta sured per the Bu CANCELLA SHOULD ANY BEFORE THE E: IN ACCORDANC AUTHORIZED REP	05/21/2020 ched if more space siness Liability TION DF THE ABOV (PIRATION DAT E WITH THE PO RESENTATIVE	EL EACH ACCIDENT EL DISEASE - EA EMPLOYEI EL DISEASE - POLICY LIMIT Each Claim Limit Aggregate Limit is required) / Coverage Form SS000 E DESCRIBED POLICIES FE THEREOF, NOTICE WID DLICY PROVISIONS.	
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								RD CORPORATION. A	ll riahts reserve

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

PROFESSIONAL/MALPRACTICE/ERRORS AND OMISSION INSURANCE

ACORD CER	TIF	FIC	ATE OF LIA	BILIT	y in	ISURA	NCE	DATE (MM/DD/ 04/16/20	
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	IVEL SUR/	Y OI	R NEGATIVELY AMEND, DOES NOT CONSTITU	EXTEND C	R ALT	ER THE CO	VERAGE AFFORDED	BY THE POL	LICIES
IMPORTANT: If the certificate holder terms and conditions of the policy, c certificate holder in lieu of such endor	ertai	n pol	icies may require an end	olicy(ies) mi dorsement.	ust be e A state	endorsed. If ement on thi	SUBROGATION IS WAI s certificate does not o	VED, subject confer rights	to the to the
RODUCER		(-)		CONTACT NAME: Da	vid Bra	uner			
REP-Organization of Real Estate Profess	ional	s Insu	rance Services, LLC				FAX (A/C, No):	708.570.5786	6
760 University Ave. #250				PHONE (A/C, No, Ext): E-MAIL ADDRESS: inf PRODUCER	o@orep	o.org			
an Diego, CA 92115				PRODUCER CUSTOMER ID	#:				
SURED									AIC #
Southwestern Appraisal	Com	panv/			exingto	on Insurance (Company	19437	
Wingate & Wingate, LLC				INSURER B : INSURER C :					
5111 Melrose Avenue				INSURER D :					
Roanoke, VA 24017				INSURER E :					
				INSURER F :					
			E NUMBER:				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIE: INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUI PER POL	REME	INT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY CO ED BY THE BEEN REDUC	NTRACT POLICIE CED BY	F OR OTHER ES DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPI	CT TO WHICI	h this
SR TYPE OF INSURANCE	INSF	WVD	POLICY NUMBER	(MM/D	D/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	-	
GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED	s	
COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR							PREMISES (Ea occurrence)	s	
							MED EXP (Any one person) PERSONAL & ADV INJURY	s	
							GENERAL AGGREGATE	s	
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	
POLICY PRO- JECT LOC								\$	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	s	
ANY AUTO							BODILY INJURY (Per person)	s	
ALL OWNED AUTOS							BODILY INJURY (Per accident)	s	
SCHEDULED AUTOS HIRED AUTOS							PROPERTY DAMAGE (Per accident)	s	
NON-OWNED AUTOS							(i di doldolit)	s	
								s	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	s	
EXCESS LIAB CLAIMS-MADE							AGGREGATE	s	
DEDUCTIBLE		1-						\$	
RETENTION \$							WC STATU: OTH.	\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							WC STATU- TORY LIMITS ER	s	
OFFICER/MEMBER EXCLUDED?	N / A						E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE		
(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	1						E.L. DISEASE - POLICY LIMIT	s	
A Errors and Omissions	Гx		018392640-07	03/2	5/2019	03/25/2020	Per Claim \$1,000,000		
		1					Aggregate \$1,000,000		
L ESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC eal Estate Appraisal Services	LES (Attach	ACORD 101, Additional Remarks	Schedule, if mor	e space is	s required)	Aggregate \$1,000,000		
ERTIFICATE HOLDER				CANCELL	ATION				
				EXPIRATION	DATE 1	HEREOF, NOTI	ESCRIBED POLICIES BE CAN CE WILL BE DELIVERED IN A		
State of West Virginia									
State of West Virginia 2019 Washington ST E				POLICY PRO	JVISIONS				
5				POLICY PRO					
2019 Washington ST E				POLICY PRO			0.		

DESIGNATED CONTACT, CERTIFICATION & SIGNATURE

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.

DRESIDENT (Name, Title) J. Gregory Wingate, President (Printed Name and Title) 5111 Melrose Ave NW. Roanoke, VA 24017 (Address) 540-986-0472/540-986-0927 (Phone Number) / (Fax Number) swappraisal@aol.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.

Southwestern Appraisal Company (Wingate & Wingate, LLC)

(Company) RESIDENT

(Authorized Signature) (Representative Name, Title)

J. Gregory Wingate, President

(Printed Name and Title of Authorized Representative)

(Date)

540-986-0472/540-986-0927

(Phone Number) (Fax Number)

Revised 08/15/2019

PURCHASING AFFIDAVIT

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 form performance of a vendor contract with the party receiving an amount that meets or exceed 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: Southwestern App	raisal Company (Wingate & Wingate, LLC)
Authorized Signature:	Date: 10 108/19
State of VIRGINIA	
County of ROANOKE, to-wit:	
Taken, subscribed, and sworn to before me this	9 day of October, 20 19
My with survey January	31 , 20 19
A CHARGE BANK	C - CR' =
REPAIX SPEARTHERE	NOTARY PUBLIC
EXPIRES 01/31/2023	Purchasing Affidavit (Revised 01/19/2018)
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APPENDIX A

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: Southwestern Appraisal Company 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.

DISCLOSURE OF INTERESTED PARITES TO CONTRACTS

West Virginia Ethics Commission						
Disclosure of Interested Parties to Contracts						
(Required by W. Va. Code § 6D-1-2)						
Wingate & Wingate, LLC						
Name of Contracting Business Entity: Southwestern Approve Address: 5111 Melrose Ave						
(Required by W. Va. Code § 6D-1-2) Wingate & Wingate, LLC Name of Contracting Business Entity: Southwestern Approva Address: <u>5111 Melrose Ave</u> Company <u>Rogno Ke, VA 24018</u>						
Name of Authorized Agent: Same Address:						
Contract Number: BMS 20000000 Contract Description: Health Facility Appraisals						
Governmental agency awarding contract: <u>WV BMS</u>						
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):						
 Subcontractors or other entities performing work or service under the Contract <u>D</u> Check here if none, otherwise list entity/individual names below. 						

- 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.
 Gregory Wingqte 100 %
- 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.

AM		10/00	
Signature:	Da	te Signed: <u>10/09</u>	119
Notary Verification			
State of Virginia	, County of	Roanake	
I, <u>Saseph</u> <u>6</u> <u>Wincate</u> entity listed above, being duly sworn, acknowledg penalty of perjury.	e that the Disclosur	e herein is being made	of the contracting business under oath and under the
Taken, sworn to and subscribed before me this	9th day	of October	2019
To be completed by State Agency: Date Received by State Agency: Date submitted to Ethics Commission: Governmental agency submitting Disclosure:		ary Public's Signature	CTNUDE BANK

Specifications

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.

On February 03, 1993, Joseph Gregory Wingate was awarded his West Virginia Certified General Appraisal license. He has maintained his license and will continue to maintain and provide BMS copies of his license in the future.



3.2

Vendor shall have at least three (3) years' experience and expertise 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.

In 1977, Southwestern Appraisal Company assisted in the initial development and implementation of the SAV program. All of the original SAV appraisals were completed from 1977 through 1979. At this time, the Marshall-Swift and Boeckh Cost Manuals were relied on exclusively for all cost data. These manuals are still relied on to establish base costs of the homes and various site accessories. In addition to these manuals, many actual costs are now tracked and recorded by our company in order to more accurately assess value specifics that are not adequately covered in these manuals. This actual cost information is obtained from the facilities during the annual updates. The availability of this data

conclusively supports the cost reported in the appraisals and carries great weight in determining the validity of any administrative reviews and/or appeals that might arise during a facility claim for adjustments.

We have continued our involvement with the SAV Program with the successful completion of all annual appraisal updates since 1979, including full reports of all new facilities added to this program, currently involving approximately 183 facilities in 2019. Each of the homes is thoroughly inspected as close as possible to the previous year's inspection date in order to avoid value fluctuations due to cycles of monthly cost multipliers. Each year after the SAV updates are completed, Southwestern Appraisal Company continues to provide any assistance needed to the BMS or the nursing home facilities such as cause and effect scenarios resulting from changes in room use or changes to the home licensure. We believe that keeping a small appraisal staff not only simplifies the appraisal process, but also helps keep the values more uniform and equitable. We take pride in establishing a successful working relationship with our clients by being easy to contact and eager to discuss and assist with issues as needed.

3.3

Vendor shall provide at least three (3) references of past appraisal work performed, along with a detailed description of the work performed.

• City of Bluefield

Dane D. Rideout City Manager City of Bluefield, WV (304) 327-2401 ext. 2406

Southwestern Appraisal Company partnered with Wingate and Associates to complete a commercial appraisal of the city park in March of 2019. The appraisal included stadium, courts, baseball complex, youth center and related facilities on approximately 387 acres located in the City of Bluefield, WV and the Town of Bluefield, VA.

• Virginia Department of Transportation

Paul Jenkins (retired) Salem District 731 Harrison Ave. Salem, VA 24153 (540) 387-5320

Over 1,500 appraisals have been made for the Department of Transportation in Virginia and West Virginia statewide for highway right of way acquisitions. Our latest project involved widening the commercial intersection of VA Route 116 and VA Route 122 in Burnt Chimney, Virginia. The properties included two (2) gas/food stores, bank, preschool, carwash, and one (1) residential property situated in a transitioning commercial setting owned by Franklin County.

• US Department of the Interior

Donald T. King, Chief Realty Officer (retired) National Trail Office Land Resources Programs Center 1314 Edwin Miller Blvd. Martinsburg, WV 25404 (304) 263-4943

Formerly under contract with the US Department of Interior to conduct appraisals on all property types throughout VA and southern West Virginia in connection with both simple fee and easement acquisitions for the construction of the Appalachian Natural Scenic Trail. Also, a project included the appraisal of approximately 100 parcels for the Department of the Army, Corps of Engineers in Lewis County, West Virginia, both rural and residential tracts. The purpose of these acquisitions was to construct The Stonewall Jackson Lake for future flood control to the city of Weston, West Virginia.

• Bank of Fincastle

John Kilby, President Commercial Real Estate Appraisals 17 South Roanoke Street *Fincastle, VA 24090* (540) 473-2761

Some of the work completed for the Bank of Fincastle includes appraisals of commercial tracts including the Well's Furniture Building in the "Statesmen Industrial Park" (Roanoke

City, Virginia) and appraisals for the Shenandoah Nursing Home and Richwood Acres Nursing Home, both located in Botetourt County, Virginia.

MANDATORY REQUIREMENTS

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.

Southwestern Appraisal Company will continue to maintain a current list of facilities in the SAV program as provided by the BMS and included in Appendix A and B of CRFQ 0511 BMS2000000001.

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 update 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.

During the annual inspections, which are conducted between January 01 and June 30, all facilities are personally visited utilizing a statewide schedule to inspect each facility as near to a one-year time lapse as possible. It has been well demonstrated by the past history and work performance that Southwestern Appraisal Company can complete the service requirements of this project between January 01 and June 30 of a given year. It has been our experience that when working on a mass appraisal project of this type, a smaller and well-organized team is more cost effective and best achieves the desired comparable equities, thereby treating similar facilities statewide in a more equitable manner. During the course of the existing contract, all field inspections and office preparations have been conducted by Joseph G. Wingate, ASA, Certified General Appraiser, License #155. In our past experience with the S.A.V. project we have found it crucial not to accept or solicit other appraisal assignments that could interfere with our responsibilities to the State of West Virginia. This allows more predictable scheduling of inspections, ensuring that the project will be completed in a timely manner.

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 Office of Accountability and Management Reporting (OAMR).

As in the past, Southwestern Appraisal Company will continue to ship one (1) copy of each initial appraisal and/or each nursing facility appraisal update and one (1) copy of each intermediate care facility for Individuals with Intellectual Disabilities (ICF/IID) appraisal update. In addition to the hard copies, electronic copies of SAV reports will be emailed after OAMR has approved them.

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.

Southwestern Appraisal Company will be pleased to consult quarterly with the Bureau of Medical Services on any aspect of the program on a day and at a time mutually agreeable. Our appraiser is happy to discuss and answer questions about appraisal reports and the SAV 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.

Southwestern Appraisal Company will agree to prepare and submit ad hoc reports as required.

4.1.2.5 Vendor must supply an expert witness in the event of an appraisal appeal.

Southwestern Appraisal Company will agree to supply an expert witness as required.

CONTRACT AWARD

5.2

Pricing Page:

Please see Pricing Pages through wvOASIS entered electronically and Exhibit A Pricing Page.

5.3

Ordering Procedures:

Southwestern Appraisal Company will provide any licenses, credentials and required experience specific to the individual project requirements and abide by any SOW requirements.

PERFORMANCE

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 designates as an open-end contract, Vendor shall perform accordance with the release orders that may be issued against this Contract.

Southwestern Appraisal Company shall agree upon the schedule and perform in accordance to the release orders set upon this Contract and Appendix C.

PAYMENT

7

Agency shall pay 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.

Southwestern Appraisal Company will continue to maintain our registration through the West Virginia Purchasing Division (Vendor #000000100561) and accept payments through the West Virginia Oasis Direct Deposit System.

TRAVEL

8

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.

Southwestern Appraisal Company shall agree to be responsible for all travel costs and time.

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.

Southwestern Appraisal Company contacts each facility to schedule an appointment that is convenient for both the health care facility and appraiser. Although the appraiser only visits the facility with a staff member present, Southwestern Appraisal Company shall adhere to the Facilities Access specification.

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.

Southwestern Appraisal Company will agree to the vendor default specifications. Southwestern Appraisal Company also hereby agrees to all the contract specifications set forth in CRFQ 0511 BMS200000001.

MISCELLANEOUS

11.1 **Contract Manager**

During its performance of this Contract, Vendor must designate and maintain a primary contact 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: Greg Wingate

Telephone Number: 540-986-0472

Fax Number: 540-986-0927

Email Address: <u>swappraisal@aol.com</u>

HIPAA AGREEMENT SIGNATURE

AGREED:	
	Southwestern Appraisal Company Name of Associate: Wingste ! Wingste LLC
Name of Agency:	Name of Associate: Wingate ! Wingate LLC
	LHA
Signature:	Signature:
Title:	Title: President
Date:	Date: 10/09/19
Form - WVBAA-012004 Amended 06.26.2013	

APPROVED AS TO FORM THIS 20 Retrick Morrisey Attorney General EY

8

Exhibit A Pricing Page

CRFQ BMS200000001

Estimated Total \$438,200.00

400.00	5 EA	\$17,000.00
210.00	185 EA	\$408,850.00
00.00	10 Hours	\$ 1,000.00
00.00	2.5 Hours	\$250.00
	00.00	

Base Year 1 (one) Total	\$427,100.00
Optional Renewal Year 1Total	\$438,200.00
Optional Renewal Year 2 (two) Total	\$449,300.00
Optional Renewal Year 3 (three) Total	\$460,400.00
Constant states and states and	

Grand Total based on 4 Years \$1,775,000.00

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, cierical, etc.), travel, supplies and other resource costs necessary to perform all services within the scope of this procurement.

Authorized Signature

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 blied on a private pay basis to the facility requesting the additional appraisal.

Southwestern Appraisal Company (Company)

J. Gregory Wingate, President (Representative Name, Title)

540-986-0472/540-986-0927 (Contact Phone/Fax Number)

10/14/2019

(Date)

Optional Renewal Year 1 (one)	Cost (Unit)	Estimated Quanitity	Total	Optional Renewal Year 2 (two)	Cost (Unit)	Estimated Quanitity	Total	Optional Renewal Year 3 (three)	Cost (Unit)	Estimated Quanitity	Total
Initial complete appraisal valuation of each long-term care and ICF facility (per unit cost)*	\$ 3,400.00	5 EA	\$17,000.00	Initial complete appraisal valuation of each long-term care and ICF facility (per unit cost)*		5 EA	\$17,000.00	Initial complete appraisal valuation of each long-term care and ICF facility (per unit cost)*	\$ 3,400.00	5 EA	\$ 17,000.0
Annual update of appraisal valuation of each existing facility (per unit cost)*	\$ 2,270.00	185 EA	\$419,950.00	Annual update of appraisal valuation of each existing facility (per unit cost)*	\$ 2,330.00	185 EA	\$431,050.00	Annual update of appraisal valuation of each existing facility (per unit cost)*	\$ 2,390.00	185 EA	\$ 442,150.00
All inclusive hourly rate for design, development, and production of ad hoc reports.	\$ 100.00	10 Hours	\$ 1,000.00	All inclusive hourly rate for design, development, and production of ad hoc reports.	\$ 100.00	10 Hours	\$ 1,000.00	All inclusive hourly rate for design, development, and production of ad hoc reports.	ş 100.00	10 Hours	\$ 1,000.00
Expert Witness Testimony	\$100.00	2.5 Hours	\$250.00	Expert Witness Testimony	\$100.00	2.5 Hours	\$250.00	Expert Witness Testimony	\$100.00	2.5 Hours	\$250.00

Estimated Total \$449,300.00

EXHIBIT P RICIN

G

Estimated Total \$ 460,400.00

CRFQ 0511

ADDENDUM ACKNOWLEDGMENT

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ BMS200000001

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:

1

(Check the box next to each addendum received)

[1]	Addendum No. 1	[]	Addendum No. 6
[]	Addendum No. 2	[]	Addendum No. 7
[]	Addendum No. 3	[]	Addendum No. 8
[]	Addendum No. 4	[]	Addendum No. 9
[]	Addendum No. 5	[]	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.

Southwestern	Appraisal Company Company
AD	Authorized Signature
10/,	10/19 Date

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