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Header 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1043055

Procurement Type: Central Master Agreement

Vendor ID: VS0000020251 

Legal Name: OHC ADVISORS INC

Alias/DBA:

Total Bid: \$25,100.00

Response Date: 10/04/2022 

Response Time: 9:36

Responded By User ID: ohcadv 

First Name: Michael

Last Name: Baldwin

Email: mike@ohcadv.com

Phone: 3059166223

SO Doc Code: CRFQ

SO Dept: 0511

SO Doc ID: BMS2300000001

Published Date: 10/2/22

Close Date: 10/13/22

Close Time: 13:30

Status: Closed

Solicitation Description: HEALTH FACILITY APPRAISAL SERVICES (HFAS)

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Base Yr1-Initial Complete Appraisal valuation each LTCF&ICF				1575.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Commodity Line Comments:

Extended Description:

Base Year One (1) Initial Complete Appraisal Valuation of each Long-Term Care and Intermediate Care Facilities, Section 4.1.1 and 4.1.2. per unit cost.
Enter Cost Per Initial Complete Appraisal Valuation X five (5) estimated units.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Base Yr1-Annual Update-Appraisal Valuation for each facility				1575.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Commodity Line Comments:

Extended Description:

Base Year One (1) Annual Update of Appraisal Valuation for each facility, Section 4.1.3 and 4.1.3.1, per unit cost.
Enter Cost Per Annual Update-Appraisal Valuation X One Hundred Eighty-Five (185) estimated units.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Base Yr1-Ad Hoc Reporting				25.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Commodity Line Comments:

Extended Description:

Base year One (1) Ad Hoc Reporting, Section 4.1.6, all inclusive hourly rate for design, development, and production of ad hoc reports, Section 4.1.6.
Ad Hoc Reporting-Enter Cost Per Hour X Ten (10) estimated hours.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Base Yr1-Expert Witness, Hourly Rate	2.50000	HOUR	150.000000	375.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Commodity Line Comments:

Extended Description:

Base Year One (1) All inclusive hourly rate for expert witness appearance in the event of an appeal, Section 4.1.7. All travel and expenses included in hourly rate.
Expert Witness-Enter Hourly Rate.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Base Yr1-Additional Services	100.00000	HOUR	25.000000	2500.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Commodity Line Comments:

Extended Description:

Base Year One (1) Additional Services-All inclusive hourly rate for additional services included in 4.1.8.
Additional Services-Enter Hourly Rate.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Op Renew Yr1-Initial Appraisal Valuation each LTCF&ICF				1650.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Commodity Line Comments:

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, per unit cost.
Optional Renewal Year 1 - Enter Cost Per Initial Complete Appraisal Valuation X Five (5) estimated units.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Op Renew Yr1-Annual Update-Appraisal Valuation-each facility				1650.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Commodity Line Comments:

Extended Description:

Optional Renewal Year One (1) Annual Update of Appraisal Valuation for each facility, Section 4.1.3 and 4.1.3.1, per unit cost.
Optional Renewal Year 1 - Enter Cost Per Annual Update-Appraisal Valuation X One Hundred Eighty-Five (185) estimated units.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Op Renew Yr1-Ad Hoc Reporting				25.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Commodity Line Comments:

Extended Description:

Optional Renewal Year One (1) Ad Hoc Reporting, Section 4.1.6, all inclusive hourly rate for design, development, and production of ad hoc reports, Section 4.1.6.
Optional Renewal Year 1 - Ad Hoc Reporting-Enter Hourly Rate X Ten (10) estimated Hours.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Op Renew Yr1-Expert Witness, Hourly Rate	2.50000	HOUR	150.000000	375.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Commodity Line Comments:

Extended Description:

Optional Renewal Year One (1) All inclusive hourly rate for expert witness appearance in the event of an appeal, Section 4.1.7. All travel and expenses included in hourly rate.

Optional Renewal Year 1 - Expert Witness-Enter Hourly Rate.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Op Renew Yr1-Additional Services	100.00000	HOUR	25.000000	2500.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Commodity Line Comments:**Extended Description:**

Optional Renewal Year One (1) Additional Services-All inclusive hourly rate for additional services included in 4.1.8.

Optional Renewal Year 1 - Additional Services-Enter Hourly Rate.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Op Renew Yr2-Initial Appraisal Valuation each LTCF&ICF				1725.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Commodity Line Comments:**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, per unit cost.

Optional Renewal Year 2 - Enter Cost Per Initial Complete Appraisal Valuation X Five (5) estimated units.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Op Renew Yr2-Annual Update-Appraisal Valuation-each facility				1725.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Commodity Line Comments:**Extended Description:**

Optional Renewal Year Two (2) Annual Update of Appraisal Valuation for each facility, Section 4.1.3 and 4.1.3.1, per unit cost.

Optional Renewal Year 2 - Enter Cost Per Annual Updated-Appraisal Valuation X One Hundred Eighty-Five (185) estimated units.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Op Renew Yr2-Ad Hoc Reporting				25.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Commodity Line Comments:**Extended Description:**

Optional Renewal Year Two (2) Ad Hoc Reporting, Section 4.1.6, all inclusive hourly rate for design, development, and production of ad hoc reports, Section 4.1.6.

Optional Renewal Year 2 - Ad Hoc Reporting-Enter Hourly Rate X Ten (10) estimated Hours.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Op Renew Yr2-Expert Witness, Hourly Rate	2.50000	HOUR	150.000000	375.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Commodity Line Comments:

Extended Description:

Optional Renewal Year Two (2). All inclusive hourly rate for expert witness appearance in the event of an appeal, Section 4.1.7. All travel and expenses included in hourly rate.
Optional Renewal Year 2 - Expert Witness-Enter Hourly Rate.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Op Renew Yr2-Additional services	100.00000	HOUR	25.000000	2500.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Commodity Line Comments:

Extended Description:

Optional Renewal Year Two (2) Additional Services-All inclusive hourly rate for additional services included in 4.1.8.
Optional Renewal Year 2 - Additional Services-Enter Hourly Rate.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Op Renew Yr3-Initial Appraisal Valuation each LTCF&ICF				1800.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Commodity Line Comments:

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, per unit cost.
Optional Renewal Year 3 - Enter Cost Per Initial Complete Appraisal Valuation X Five (5) estimated units.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Op Renew Yr3-Annual Update-Appraisal Valuation-each facility				1800.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Commodity Line Comments:

Extended Description:

Optional Renewal Year Three (3) Annual Update of Appraisal Valuation for each facility, Section 4.1.3 and 4.1.3.1, per unit cost.
Optional Renewal Year 3 - Enter Cost Per Annual Update-Appraisal Valuation X One Hundred Eighty-Five (185) estimated units.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Op Renew Yr3-Ad Hoc Reporting				25.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Commodity Line Comments:

Extended Description:

Optional Renewal Year Three (3) Ad Hoc Reporting, Section 4.1.6, all inclusive hourly rate for design, development, and production of ad hoc reports, Section 4.1.6.
 Optional Renewal Year 3 - Ad Hoc Reporting-Enter Hourly Rate X Ten (10) estimated hours.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Op Renew Yr3-Expert Witness, Hourly Rate	2.50000	HOUR	150.000000	375.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Commodity Line Comments:

Extended Description:

Optional Renewal Year Three (3) All inclusive hourly rate for expert witness appearance in the event of an appeal, Section 4.1.7. All travel and expenses included in hourly rate.
 Optional Renewal Year 3 - Expert Witness-Enter Hourly Rate.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Op Renew Yr3-Additional Services	100.00000	HOUR	25.000000	2500.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Commodity Line Comments:

Extended Description:

Optional Renewal Year Three (3) Additional Services-All inclusive hourly rate for additional services included in 4.1.8.
 Optional Renewal Year 3 - Additional Services-Enter Hourly Rate.



HEALTHCARE PROPERTY ADVISORS

PROPOSAL FOR:

SOLICITATION NO: CRFQ 0511 BMS2300000001

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 4, 2022

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

Re: Solicitation No: CRFQ 0511 BMS2300000001
Health Facility Appraisal Services (HFAS)

Dear Tara Lyle:

We understand from Solicitation No: CRFQ 0511 BMS2300000001, "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. We are the incumbent firm for this contract, having successfully performed these services for the State from 2019-2022. Our team has successfully completed similar engagements for four 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.

Our Project Leader, Michael Baldwin, maintains this license as shown below:



Additionally, 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 other states nationwide.

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 WITHIN PAST FIVE YEARS

Requirement 3.2 of the RFQ states:

Vendor shall have at least three (3) years' experience, within the last five (5) years, 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.

“Standard Appraised Value” Experience

The OHC team has successfully completed four statewide contracts to value nursing facilities in the same Standard Appraised Value manner as currently being requested by West Virginia. This specialized experience is very different from the “fair market value” approach used for purposes other than Medicaid rate-setting.

THREE YEARS' EXPERIENCE IN PAST FIVE YEARS

Year	Qualifying Year	State Contract
2022	Yes	West Virginia, Maryland, Minnesota
2021	Yes	West Virginia, Maryland
2020	Yes	West Virginia
2019	No	N/A
2018	No	N/A
2017	No	N/A
2016	Yes	Minnesota
2015	Yes	Tennessee

West Virginia (2020 - Present): As the incumbent firm on this contract, we were awarded the prior West Virginia contract for these services in 2019, which covered contract years 2020, 2021, and 2022. We successfully worked through the significant COVID disruptions and completed all Standard Appraised Values on time per the contract. Additionally, our services greatly improved the methodological consistency of the appraised values across facilities throughout the State, regarding the values of the land, improvements, FF&E, and depreciation.

Reference Contact: Terry L. McGee, Program Manager: Long-Term Care Facilities
Office: (304) 352-4241 / email terry.l.mcgeeii@wv.gov

Maryland (2021 - Present): We also currently hold the same contract for the State of Maryland. This is a five-year contract awarded to OHC in 2021, covering years 2021 through 2025, inclusive. In this contract, we appraise one-third of the facilities in the State annually, plus out-of-cycle appraisals for facilities that undergo major renovations.

Our required scope of work for this Maryland contract is to determine the Standard Appraised Value of the building, improvements to real property, and non-movable equipment of each nursing home using a “segregated cost” approach to determine reconstruction cost minus any physical deterioration and functional obsolescence as estimated through the Breakdown Method. Additionally, we appraise the value of the land of each nursing home using a sales comparison approach considering its highest valued use as a nursing home. These are both similar to the methodology for West Virginia.

Reference Contact: Monica Guy, Administrative Officer, Medical Care Programs
Office: (410) 767-5192 / email monica.guy1@maryland.gov

Minnesota (2022 & 2016): In 2016 we were initially 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.

In 2022 we again began consulting with the State of Minnesota and performed an additional facility appraisal for the State as a “test-run” of another contract and new methodology to cover the valuation of new skilled nursing facilities for rate-setting purposes.

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, and determining the Standard Appraised Value by 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.

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

Tennessee (2015): In 2015, Thomas Griffith, our Executive Vice President of Seniors Housing, was the project manager and lead appraiser to determine the Standard Appraised Values 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.

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

Other Healthcare Facility Valuation Experience

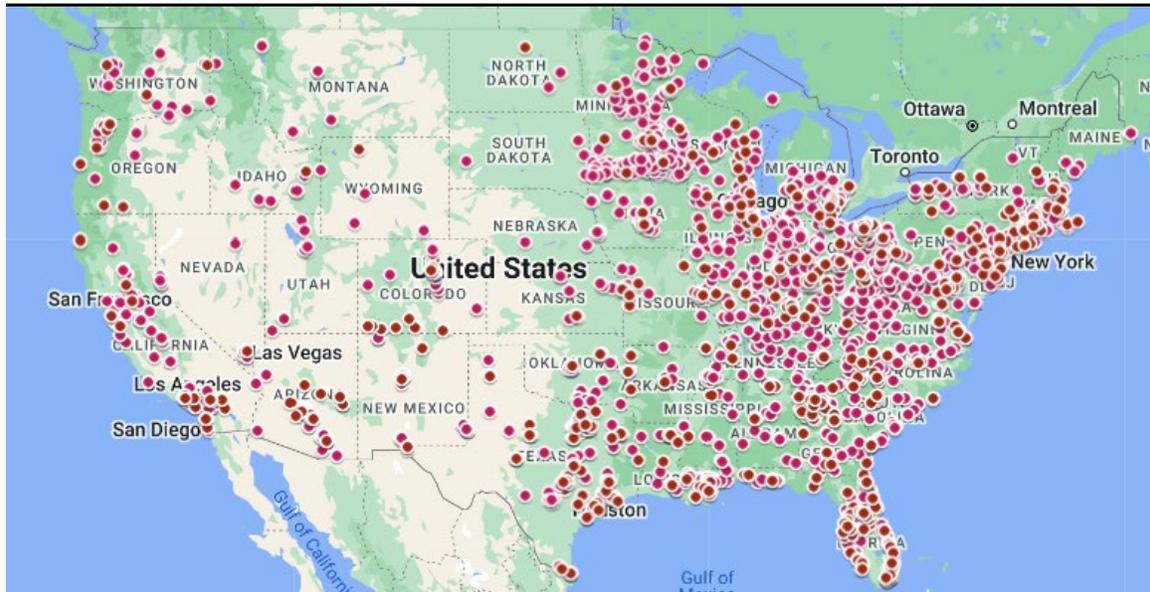
OHC Advisors specializes in the valuation of nursing facilities and other healthcare and seniors housing properties nationwide. We provide objective, reliable, timely, and accurate appraisals to

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 17 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 red circles on the below map (approximately 4,000 facilities), and each assignment typically involves visiting five to ten facilities competing with the single subject property shown (we have toured approximately 20,000+ facilities nationwide):

NATIONWIDE VALUATION EXPERIENCE – RECENT HEALTHCARE FACILITIES ONLY



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 West Virginia, Maryland, Minnesota, and Tennessee.

3.3 – No History of Professional Liability Litigation

Requirement 3.3 of the RFQ states:

Vendor shall attest that the Vendor, or any of Vendor's parent companies, subsidiaries, subsidiaries of Vendor's parent company, or affiliated divisions of parent companies or subsidiaries if applicable, must not have been the subject of any professional liability or

malpractice related lawsuits within the past five (5) years, including but not limited to claims of professional negligence or breach of contract.

OHC meets this requirement as we have had no such lawsuits, and we have no parent or subsidiary companies.

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 thousands of 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. Prior to forming OHC Advisors he held leadership roles in several national healthcare real estate valuation firms.



Mr. Baldwin has served as an expert witness on appraisal and valuation issues in a wide variety of civil and criminal cases, including for seniors housing and healthcare facilities, individuals in business and family disputes, and the U.S. government. He 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.

SECTION 2: ADDENDA / RFQ FILES



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

State of West Virginia
 Centralized Request for Quote
 Service - Misc

Proc Folder: 1043055		Reason for Modification:	
Doc Description: HEALTH FACILITY APPRAISAL SERVICES (HFAS)		ADDENDUM 2 TO EXTEND BID OPENING DATE AND PROVIDE CLARIFICATION TO ANSWERS TO VENDOR QUESTIONS	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-09-30	2022-10-13 13:30	CRFQ 0511 BMS2300000001	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000020251
Vendor Name : OHC ADVISORS INC
Address :
Street : 12060 SW 129TH CT, STE 200
City : MIAMI
State : FL **Country :** USA **Zip :** 33186
Principal Contact : MICHAEL BALDWIN, PRESIDENT
Vendor Contact Phone: (305) 916-6223 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Vendor
 Signature X

FEIN# 47-5364154

DATE 10-4-22

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND RESOURCES ("DHHR"), BUREAU FOR MEDICAL SERVICES ("BMS"), IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR HEALTH FACILITIES APPRAISAL SERVICES PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Base Yr1-Initial Complete Appraisal valuation each LTCF&ICF	5		\$1,575.00	\$7,875.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description:

Base Year One (1) Initial Complete Appraisal Valuation of each Long-Term Care and Intermediate Care Facilities, Section 4.1.1 and 4.1.2. per unit cost.

Enter Cost Per Initial Complete Appraisal Valuation X five (5) estimated units.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Base Yr1-Annual Update-Appraisal Valuation for each facility	185		\$1,575.00	\$291,375.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description:

Base Year One (1) Annual Update of Appraisal Valuation for each facility, Section 4.1.3 and 4.1.3.1, per unit cost.

Enter Cost Per Annual Update-Appraisal Valuation X One Hundred Eighty-Five (185) estimated units.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Base Yr1-Ad Hoc Reporting	10		\$25.00	\$250.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description:

Base year One (1) Ad Hoc Reporting, Section 4.1.6, all inclusive hourly rate for design, development, and production of ad hoc reports, Section 4.1.6.

Ad Hoc Reporting-Enter Cost Per Hour X Ten (10) estimated hours.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Base Yr1-Expert Witness, Hourly Rate	2.50000	HOUR	\$150.00	\$375.00

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 4.1.7. All travel and expenses included in hourly rate.

Expert Witness-Enter Hourly Rate.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Base Yr1-Additional Services	100.00000	HOUR	\$25.00	\$2,500.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description:

Base Year One (1) Additional Services-All inclusive hourly rate for additional services included in 4.1.8.

Additional Services-Enter Hourly Rate.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Op Renew Yr1-Initial Appraisal Valuation each LTCF&ICF	5		\$1,650.00	\$8,250.00

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, per unit cost.

Optional Renewal Year 1 - Enter Cost Per Initial Complete Appraisal Valuation X Five (5) estimated units.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Op Renew Yr1-Annual Update-Appraisal Valuation-each facility	185		\$1,650.00	\$305,250.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description:

Optional Renewal Year One (1) Annual Update of Appraisal Valuation for each facility, Section 4.1.3 and 4.1.3.1, per unit cost.

Optional Renewal Year 1 - Enter Cost Per Annual Update-Appraisal Valuation X One Hundred Eighty-Five (185) estimated units.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Op Renew Yr1-Ad Hoc Reporting	10		\$25.00	\$250.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description:

Optional Renewal Year One (1) Ad Hoc Reporting, Section 4.1.6, all inclusive hourly rate for design, development, and production of ad hoc reports, Section 4.1.6.

Optional Renewal Year 1 - Ad Hoc Reporting-Enter Hourly Rate X Ten (10) estimated Hours.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Op Renew Yr1-Expert Witness, Hourly Rate	2.50000	HOUR	\$150.00	\$375.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description:

Optional Renewal Year One (1) All inclusive hourly rate for expert witness appearance in the event of an appeal, Section 4.1.7. All travel and expenses included in hourly rate.

Optional Renewal Year 1 - Expert Witness-Enter Hourly Rate.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Op Renew Yr1-Additional Services	100.00000	HOUR	\$25.00	\$2,500.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description:

Optional Renewal Year One (1) Additional Services-All inclusive hourly rate for additional services included in 4.1.8.

Optional Renewal Year 1 - Additional Services-Enter Hourly Rate.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Op Renew Yr2-Initial Appraisal Valuation each LTCF&ICF	5		\$1,725.00	\$8,625.00

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, per unit cost.

Optional Renewal Year 2 - Enter Cost Per Initial Complete Appraisal Valuation X Five (5) estimated units.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Op Renew Yr2-Annual Update-Appraisal Valuation-each facility	185		\$1,725.00	\$319,125.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description:

Optional Renewal Year Two (2) Annual Update of Appraisal Valuation for each facility, Section 4.1.3 and 4.1.3.1, per unit cost.

Optional Renewal Year 2 - Enter Cost Per Annual Updated-Appraisal Valuation X One Hundred Eighty-Five (185) estimated units.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Op Renew Yr2-Ad Hoc Reporting	10		\$25.00	\$250.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description:

Optional Renewal Year Two (2) Ad Hoc Reporting, Section 4.1.6, all inclusive hourly rate for design, development, and production of ad hoc reports, Section 4.1.6.

Optional Renewal Year 2 - Ad Hoc Reporting-Enter Hourly Rate X Ten (10) estimated Hours.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Op Renew Yr2-Expert Witness, Hourly Rate	2.50000	HOUR	\$150.00	\$375.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description:

Optional Renewal Year Two (2). All inclusive hourly rate for expert witness appearance in the event of an appeal, Section 4.1.7. All travel and expenses included in hourly rate.

Optional Renewal Year 2 - Expert Witness-Enter Hourly Rate.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Op Renew Yr2-Additional services	100.00000	HOUR	\$25.00	\$2,500.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description:

Optional Renewal Year Two (2) Additional Services-All inclusive hourly rate for additional services included in 4.1.8.

Optional Renewal Year 2 - Additional Services-Enter Hourly Rate.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Op Renew Yr3-Initial Appraisal Valuation each LTCF&ICF	5		\$1,800.00	\$9,000.00

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, per unit cost.

Optional Renewal Year 3 - Enter Cost Per Initial Complete Appraisal Valuation X Five (5) estimated units.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Op Renew Yr3-Annual Update-Appraisal Valuation-each facility	185		\$1,800.00	\$333,000.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description:

Optional Renewal Year Three (3) Annual Update of Appraisal Valuation for each facility, Section 4.1.3 and 4.1.3.1, per unit cost.

Optional Renewal Year 3 - Enter Cost Per Annual Update-Appraisal Valuation X One Hundred Eighty-Five (185) estimated units.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Op Renew Yr3-Ad Hoc Reporting	10		\$25.00	\$250.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description:

Optional Renewal Year Three (3) Ad Hoc Reporting, Section 4.1.6, all inclusive hourly rate for design, development, and production of ad hoc reports, Section 4.1.6.

Optional Renewal Year 3 - Ad Hoc Reporting-Enter Hourly Rate X Ten (10) estimated hours.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Op Renew Yr3-Expert Witness, Hourly Rate	2.50000	HOUR	\$150.00	\$375.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description:

Optional Renewal Year Three (3) All inclusive hourly rate for expert witness appearance in the event of an appeal, Section 4.1.7. All travel and expenses included in hourly rate.

Optional Renewal Year 3 - Expert Witness-Enter Hourly Rate.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Op Renew Yr3-Additional Services	100.00000	HOUR	\$25.00	\$2,500.00

Comm Code	Manufacturer	Specification	Model #
80131802			

Extended Description:

Optional Renewal Year Three (3) Additional Services-All inclusive hourly rate for additional services included in 4.1.8.

Optional Renewal Year 3 - Additional Services-Enter Hourly Rate.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2022-09-13

	Document Phase	Document Description	Page 12
BMS230000001	Final	HEALTH FACILITY APPRAISAL SERVICES (HFAS)	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ BMS230000001
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“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

Description of Modification to Solicitation:

1. To extend the bid opening date to October 4, 2022 at 1:30 PM ET
2. To provide answers to vendor questions

No other changes

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

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.

ATTACHMENT A

Questions and Answers for Addendum One:
BMS Request for Quotation: BMS230000001

Question #	Section	Question	Answer:
1	3.2	Specifications Paragraph 3.2 states, "Vendor shall have at least three (3) years' experience, within the last five (5) years, 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..." Question: How do you measure 3 years of experience? Must an appraiser attest to having at least 6,240 hours (3 years @ 52 weeks per year @ 40 hours per week) of experience in the past 5 years?	Qualified vendor must have three years experience. The measure of experience will be based upon the vendors experience and not any individual appraiser.
2		Is appraiser required to make an in-person site inspection of each facility?	Inspections may be completed virtually. However the agency reserves the right to request an in person site inspection.
3		According to the BMS' website (https://dhr.wv.gov/bms/News/Pages/Long-Term-Rate-Care-Setting-Update.aspx), the BMS "noticed material fluctuations in the SAVs that have now been completed compared to previous appraisals." Question: Can you describe the cause of the "material fluctuations"?	There are inherent difference due to methodology and professional practitioners approach.
4	3.2	Because definitions of value vary by source, and because USPAP requires the definition of value to be stated within the report, do you provide the definition of Standard Appraised Value?	The agency solicitation seeks a qualified vendor who will assist in determining value through their professional expertise. The vendor must justify their approach to arriving at a value.
5		Is a Restricted Use appraisal format (as defined by USPAP) acceptable?	Yes. As long as it is a Restricted Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(b). And is also prepared to comply with the requirements of the Code of Professional Ethics of the Appraisal Institute and the specific requirements of the State of West Virginia, which can be found at: https://www.gsa.gov/cdnstatic/P100%202021%20v1.pdf
6		Does the BMS have, and will the BMS provide, a schedule of fixtures, personal property, and equipment for each facility?	No. The vendor must acquire information regarding the property to be assessed from the facility owners or authorized representatives and take measurements and other inventory necessary to complete the appraisal.
7	5.1	Does BMS use a matrix to evaluate each bid? If so, can you provide the matrix?	Per Section 5.1, The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications as the lowest overall total cost.
8		Assuming "A Model Facility Standard" is the same Model Facility Standard noted in the WV State Medicaid Plan, Section 4.19 - D - 1, would it be correct that a "virtual" or "remote" appraisal would not be feasible due to the requirements of determining current room uses and sizes within each Nursing Facility?	Inspections may be completed virtually. However the agency reserves the right to request an in person site inspection.
9		Having worked extensively on this project for over 25 years, I'm assuming that each property must be personally inspected by the appraiser?	Inspections may be completed virtually. However the agency reserves the right to request an in person site inspection.

Questions and Answers for Addendum One:
BMS Request for Quotation: BMS230000001

Question #	Section	Question	Answer:
10	4.1.3	<p>USPAP defines an appraisal as, " the act or process of developing an opinion of value." If a vendor expresses an opinion of value, the vendor has performed an appraisal. The prior vendor, Southwestern Appraisal Company, in his 2019 appraisal updates states in one part of the transmittal letter "The purpose of this appraisal" and in another part of the transmittal letter states "This is not to be misconstrued as a complete appraisal report..."</p> <p>a. Please confirm that you are requesting appraisals on all facilities every year, even if you refer to 185 of them as "updates." b. How does DHHR specifically expect the scope of work for an "update appraisal" to differ from an "appraisal?"</p>	<p>Per RFQ section 4.1.3 Initial appraisals and annual updated appraisals must be completed between January 1st and June 30th of each year and must be delivered to the BMS by October 1st of each year. Initial appraisals/inspections are considered to be facilities receiving a first inspection by the successful vendor. The annual update appraisal/inspection is considered to be facilities that have had a prior inspection by the successful vendor.</p>
11		Aside from Chapter 514 and WV Title 64 Series 13, where can specifications and requirements of model facility standard be found?	<p>Model Facility Standard has become a concept that is built into rate methodologies. Chapter 514 and WV Legislature Rule 64 CSR 13 provide current regulations and criteria. Chapter 514 can be found at: https://dhr.wv.gov/bms/Provider/Documents/Manuals/Chapter%20514%20Nursing%20Facility%20ServicesFinalApproved.pdf, and WV Legislature Rule 64 CSR 13 can be found at: https://apps.sos.wv.gov/adlaw/csr/readfile.aspx?DocId=8240&Format=PDF</p>
12	4.1.3	How old, generally, are the appraisals being updated?	Per Section 4.1.3, appraisals are updated Annually.
13		A 2019 bidder asked if prior appraisals would be provided. The Agency's response was "no." Please confirm that you are requesting updates to appraisals but are not willing to share the original appraisals that are to be updated.	Previous appraisal reports are proprietary in nature and not for distribution by BMS. However, the appraisal may be requested from individual facilities.
14		Can the vendor delegate the in-person inspection to a staff person within the vendor's company?	Yes.
15		<p>Should the appraisals include personal property?</p> <p>a. DHHR Chapter 514 only references real property and equipment. It does not mention personal property. b. However, in the Agency's responses to 2019 bid questions, the Agency states, "personal property (i.e., desks, computers, lamps, carts, storage trays, etc.) should be included." c. However, Southwestern Appraisal Company's appraisal updates appear to only include beds and computer equipment.</p>	<p>Yes. Machinery and equipment (i.e., generators, heating, ventilation, air conditioning, and built-in electronic equipment such as nurses' call station, etc.) and depreciable personal property (i.e., desks, computers, carts, storage trays, etc.) should be included.</p>
16		Southwestern Appraisal Company's prior appraisals and appraisal updates reference standard sizing for Administration Areas, Nourishment Stations, Dining Rooms, and Laundry Facilities, based on bed count. Where can these standards be found?	<p>In as much as the term "standard sizing..." was a part of a prior vendor's report, not the BMS solicitation, BMS does not have a specific reference to point to a definition. However, as this is terminology that is relevant to the appraisal professional in the context of health care facility engagements, the successful vendor should apply their professional judgement in the application.</p>
17	General Terms and Conditions	Is the required Cyber Liability Insurance the same as Data Breach Insurance? I called our insurance company and they aren't sure what Cyber Liability Insurance is, but they do offer Data Breach Insurance.	<p>Per the West Virginia Board of Risk and Insurance Management, Data breach insurance helps businesses respond to breaches and can offer enough protection for small business owners. Cyber liability insurance is typically meant for larger businesses and offers more coverage to help prepare for, respond to and recover from cyberattacks. For this solicitation, either insurance will be accepted.</p>

SOLICITATION NUMBER: CRFQ BMS2300000001
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as (“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

Description of Modification to Solicitation:

1. To extend bid opening date to October 13, 2022 at 1:30 PM ET
2. To provide clarification to answers to vendor questions

No other changes

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

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.

ATTACHMENT A

Questions and Answers for Addendum Two:
 BMS Request for Quotation: BMS230000001

Question #	Section	Question	Answer:
1		I was never notified of any change to the methodology, in fact I was told to not change anything as recent as 2019, but it seems like there has been a change and I'm trying to clarify that the BMS is no longer using this process	The methodology has not been changed.
2		In the questions and answers was that the room size criteria came from Southwestern Appraisal and not the BMS. Apparently there's been some difficulty in accessing where the Standard Model came from. It actually came from the West Virginia Medical Assistance Program. So in other words Southwestern didn't come up with the numbers, West Virginia did. Southwestern involvement was to create a workable checklist within the appraisal. From what I always have been told through the years is that the program must be followed as written with a the to avoid losing Federal Funding. I have the original documentation and correspondence from the West Virginia Department of Human Services that shows this checklist. I would be more than happy to share with you or anyone that would like to see it. This particular Document is signed by Doris Scott who at the time was the Administrative Assistant for Long Term Care Unit Division of Medical Care. I'm just trying to figure out whether something has actually changed in West Virginia's SAVs methodology so I know how to bid,	The methodology has not been changed.
3		After reviewing the questions and answers provided, could you provide clarification to the answer to question 10? Initial appraisals/inspections are considered to be facilities receiving a first inspection by the successful bidder. Does that mean the successful bidder will charge and appraise all 185 facilities as initial appraisals during year 1?	The initial inspection will be for facilities that have never had an inspection. Annual updates will be for all facilities that have been previously inspected.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: BMS2300000001

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 checked="" 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 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



Authorized Signature

10-4-2022

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: **September 13, 2022 at 10:00 AM ET**

Submit Questions to: Crystal Husted
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Crystal.G.Husted@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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*. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wvOASIS* are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in *wvOASIS*. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus n/a convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Crystal Hustead

SOLICITATION NO.: CRFQ BMS2300000001

BID OPENING DATE: September 27, 2022

BID OPENING TIME: 1:30 PM ET

FAX NUMBER: 304-558-3970

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: September 27, 2022 at 1:30 PM ET

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 must 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: 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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: 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. 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.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wvOASIS* or the Purchasing Division’s website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor’s act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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:

the contract will continue for _____ years;

the 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).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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 of 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

General Real Estate Appraiser Certification

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$1,000,000 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: \$1,000,000 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.

*****STATE OF WV MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**

*****CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**
WVDHHR
350 CAPITOL ST, RM 251, CHARLESTON, WV 25301

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: 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.

Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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

Revised 07/01/2022

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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

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

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

OHC Advisors Inc

(Company) _____
 Michael Baldwin, President
(Authorized Signature) (Representative Name, Title) _____
Michael Baldwin, President
(Printed Name and Title of Authorized Representative) (Date) _____
10-4-2022
(Phone Number) (Fax Number) _____
Mike@OHCadv.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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 checked="" 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 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



Authorized Signature

10-4-2022

Date

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

**REQUEST FOR QUOTATION
CRFQ BMS2300000001
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: Federal Funds Addendum.

NOTE: THE WVDHHR HAS DEVELOPED AN EEO 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 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.

- 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, within the last five (5) years, in health facility appraisal valuation under the current reproduction cost approach using a “model facility standard” (“MFS”) and Marshall & Swift/Boeckh

**REQUEST FOR QUOTATION
CRFQ BMS2300000001
HEALTH FACILITIES APPRAISAL SERVICES**

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 attest that the Vendor, or any of Vendor’s parent companies, subsidiaries, subsidiaries of Vendor’s parent company, or affiliated divisions of parent companies or subsidiaries if applicable, must not have been the subject of any professional liability or malpractice related lawsuits within the past five (5) years, including but not limited to claims of professional negligence or breach of contract.

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.

4.1.3 Initial appraisals and annual updated appraisals must be completed between January 1st and June 30th of each year and must be delivered to the BMS by October 1st of each year.

4.1.3.1 The vendor must agree to coordinate with BMS in the event of any change to methodology and/or timeline.

4.1.4 Vendor will submit one (1) copy of each initial appraisal and/or annual update of each nursing facility appraisal and one (1) electronic copy of each Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) appraisal. The electronic copy shall be in Portable Document Format (.PDF) form. See Appendix C, Service Level Agreements (SLAs) for penalties

**REQUEST FOR QUOTATION
CRFQ BMS2300000001
HEALTH FACILITIES APPRAISAL SERVICES**

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).

- 4.1.5** Vendor must consult quarterly via telephone on a day and at a time mutually agreed upon with BMS and the vendor on aspects of the appraisal program.
- 4.1.6** Vendor must prepare and submit to BMS, ad hoc reports within thirty (30) calendar days of request. Each ad hoc report will require a statement of work (SOW). The Statement of Work shall include at minimum: Scope of Work, Project Assumptions/Constraints/Risks, Deliverables, Schedule, Cost, and a place to indicate Acceptance. See Appendix C, Service Level Agreements (SLAs) for penalties for performance failures.
- 4.1.7** Vendor must supply an expert witness in the event of an appraisal appeal. For bid evaluation purposes, this is estimated at two and one half (2.5) hours per year, though actual utilization may be more or less. All travel and expenses are included in hourly rate.
- 4.1.8** Vendor shall provide additional services to comply with externally driven changes to programs and requirements, including but not limited to, any State or Federal laws, rules, and regulations. Additional services shall be bid as an all-inclusive hourly rate and shall require Bureau approval of a Statement of Work (SOW) and submission of a related Cost Estimate. For bid evaluation purposes, this is estimated at one hundred (100) hours per year, though actual utilization may be more or less.
- 4.1.9** Vendor must agree to be bound by service level agreement(s) included in Appendix C.
- 4.1.10** Vendor shall assist and fully cooperate with BMS when transitioning to a new Vendor at the end of the contract executed from this RFQ.
- 4.1.10.1** Within thirty (30) calendar days of receiving BMS request, Vendor shall provide a Close-Out and Turnover plan that identifies the

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Vendor's approach, tasks, staffing, and schedule for turnover of contract responsibilities.

4.1.10.2 Within thirty (30) calendar days of request, Vendor shall transfer any data requested related to the services executed from this RFQ.

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 type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. Instructions for completing the pricing page can be found in Exhibit A.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

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.

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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 and ad-hoc reporting, 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.
- 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.

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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
Telephone Number: (305) 916-6223
Fax Number: _____
Email Address: Mike@OHCadv.com

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EXHIBIT “A”

INSTRUCTIONS FOR PRICING

Commodity line 1-Enter Cost Per Initial Complete Appraisal Valuation X Five (5) estimated units.

Commodity Line 2- Enter Cost Per Annual Update-Appraisal Valuation X One Hundred Eighty-Five (185) estimated units.

Commodity Line 3- Ad Hoc Reporting-Enter Cost Per Hour X Ten (10) estimated hours.

Commodity Line 4- Expert Witness-Enter Hourly Rate.

Commodity Line 5- Additional Services-Enter Hourly Rate.

Commodity Line 6- Optional Renewal Year 1 – Enter Cost Per Initial Complete Appraisal Valuation X Five (5) estimated units.

Commodity Line 7- Optional Renewal Year 1 - Enter Cost Per Annual Update-Appraisal Valuation X One Hundred Eighty-Five (185) estimated units.

Commodity Line 8- Optional Renewal Year 1 - Ad Hoc Reporting-Enter Hourly Rate X Ten (10) estimated Hours.

Commodity Line 9- Optional Renewal Year 1 - Expert Witness-Enter Hourly Rate.

Commodity Line 10- Optional Renewal Year 1 - Additional Services-Enter Hourly Rate.

Commodity Line 11- Optional Renewal Year 2 – Enter Cost Per Initial Complete Appraisal Valuation X Five (5) estimated units.

Commodity Line 12- Optional Renewal Year 2 - Enter Cost Per Annual Update-Appraisal Valuation X One Hundred Eighty-Five (185) estimated units.

Commodity Line 13- Optional Renewal Year 2 - Ad Hoc Reporting-Enter Hourly Rate X Ten (10) estimated hours.

Commodity Line 14- Optional Renewal Year 2 - Expert Witness-Enter Hourly Rate.

Commodity Line 15- Optional Renewal Year 2 - Additional Services-Enter Hourly Rate.

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Commodity Line 16- Optional Renewal Year 3 – Enter Cost Per Initial Complete Appraisal Valuation X Five (5) estimated units.

Commodity Line 17- Optional Renewal Year3 - Enter Cost Per Annual Update-Appraisal Valuation X One Hundred Eighty-Five (185) estimated units.

Commodity Line 18- Optional Renewal Year 3 - Ad Hoc Reporting-Enter Hourly Rate X Ten (10) estimated hours.

Commodity Line 19- Optional Renewal Year 3 - Expert Witness-Enter Hourly Rate.

Commodity Line 20- Optional Renewal Year 3 - Additional Services-Enter Hourly Rate.

Notes:

- 1.) Additional Services and Ad hoc reporting will be invoiced in arrears upon receipt of services by the Bureau.
- 2.) Basis for award will be lowest Grand Total Estimated Annual Cost.
- 3.) All hours included in the pricing calculation are for bid purposes only, and are not considered to be an annual project cap.

**APPENDIX A
NURSING HOME FACILITIES**

Facility Name	Legal Name	City	County	State	Zip	Phone Number
ANSTED CENTER	106 Tyree Stree Operations LLC	96 TYREE STREET	ANSTED	WV	Fayette	(304)658-5271
BISHOP JOSEPH HODGES CONTINUOUS CARE CENTER	Bishop Joseph Hodges Continuous Care	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 Cent	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, LI	2720 CHARLES TOWN ROAD	MARTINSBURG	WV	Berkeley	(304)263-0933
CEDAR RIDGE CENTER	302 Cedar Ridge Road Operations, LLC	302 CEDAR RIDGE ROAD	SISSONVILLE	WV	Kanawha	(304)984-0046
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	18086 STATE ROUTE 55	BAKER	WV	Hardy	(304)897-5903
ELDERCARE HEALTH AND REHABILITATION	Eldercare of Jackson County, LLC	107 MILLER DRIVE	RIPLEY	WV	Jackson	(304)372-5115
ELIZABETH CARE CENTER	Elizabeth Care Center	83 Little Kanawha Parkway	Elizabeth	WV	Wirt	(681)295-0245
ELKINS REGIONAL CONVALESCENT CENTER	Elkins Regional Convalescent Center, In	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 Cen	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
GOOD SAMARITAN SOCIETY OF BARBOUR COUNTY	The Evangelical Lutheran Good Samarit	216 SAMARITAN CIRCLE	BELINGTON	WV	Barbour	(304)823-2555
GRAFTON CITY HOSPITAL	Grafton City Hospital	1 Hospital Plaza	Grafton	WV	Taylor	(304)265-0400
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 Associ	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 Hos	363 SUNRISE BLVD	ROMNEY	WV	Hampshire	(304)822-4561
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 CenterLLC	979 ROCKY HILL ROAD	RONCEVERTE	WV	Greenbrier	(304)645-7270
LINCOLN NURSING AND REHABILITATION CENTER	Three Mile Curve Operations, LLC	55 LOGAN MINGO MENTAL HE.	LOGAN	WV	Logan	(304)752-2273
LOGAN CENTER	Fairhaven OpCo, LLC	700 MADISON AVENUE	HUNTINGTON	WV	Cabell	(304)522-0032
MADISON PARK HEALTHCARE	The Madison	161 BAKERS RIDGE ROAD	MORGANTOWN	WV	Monongalia	(304)285-0692
MADISON, THE	Main Street Hinton	189 SUMMERS HOSPITAL ROAI	HINTON	WV	Summers	(304)466-6090
MAIN STREET CARE	Trinity	1 HEALTHCARE PLACE	PHILIPPI	WV	Barbour	(304)457-8555
MANSFIELD PLACE	Maples Nursing Home	1600 BLAND STREET	BLUEFIELD	WV	Mercer	(304)327-2485

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NURSING HOME FACILITIES**

MANSFIELD PLACE-TRINITY HEALTH CARE OF LOGAN	Trinity Health Care Services, Incl	100 HILLCREST DRIVE	WILLIAMSON	WV	Mingo	(304)235-7005
MAPLES NURSING HOME	Mapleshire Skilled Nursing & Rehab, M	30 MON GENERAL DRIVE	MORGANTOWN	WV	Monongalia	(304)285-2720
MARMET CENTER	McDowell Nursing and Rehabilitation C	150 VENUS ROAD	GARY	WV	Mcdowell	(304)448-2121
MCDOWELL NURSING AND REHABILITATION CENTER	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
MERCER NURSING AND REHABILITATION CENTER	825 Summit Street Operations, LLC	825 SUMMIT STREET	SPENCER	WV	Roane	(304)927-1007
MILETREE CENTER	Minnie Hamilton Health Care Center	186 HOSPITAL DRIVE	GRANTSVILLE	WV	Calhoun	(304)354-9244
MINNIE HAMILTON HEALTH CARE	Montgomery General Elderly Care	501 ADAMS STREET	MONTGOMERY	WV	Fayette	(304)442-7479
MONTGOMERY GENERAL ELDERLY CARE	Montgomery General Hospital, Distinct	401 6TH AVENUE	MONTGOMERY	WV	Fayette	(304)442-5151
MONTGOMERY GENERAL HOSPITAL	Morgantown Operating Company LLC	1379 VAN VOORHIS RD	Morgantown	WV	Monongalia	(304)599-9480
MORGANTOWN HEALTH AND REHABILITATION CENTER	Moundsville Center LLC	2200 FLORAL STREET	Moundsville	WV	Marshall	(304)843-1035
NELLA'S INC	Nella's Nursing Home, Inc.	200 WHITMAN AVENUE, CRYST	ELKINS	WV	Randolph	(304)636-2033
NELLA'S NURSING HOME	Sunbridge Mountain Care Managemen	225 RUSSELL AVENUE	NEW MARTINSVILLE	WV	Wetzel	(304)455-2600
NEW MARTINSVILLE CENTER	Oak Ridge Center	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
OHIO VALLEY HEALTH CARE	Parkersburg Center	1716 GIHON ROAD	Parkersburg	WV	Wood	(304)485-5511
PARKERSBURG CENTER	Pendleton Manor	68 GOOD SAMARITAN DRIVE	FRANKLIN	WV	Pendleton	(304)358-2322
PENDLETON MANOR	1543 Country Club Road Manor Operat	1543 COUNTRY CLUB ROAD	Fairmont	WV	Marion	(304)363-2273
PIERPONT CENTER AT FAIRMONT CAMPUS	Pine Lodge	405 STANAFORD ROAD	BECKLEY	WV	Raleigh	(304)252-6317
PINE LODGE	Pine Ridge, Kingwood Center LLC	300 MILLER ROAD	KINGWOOD	WV	Preston	(304)329-3195
PINE VIEW NURSING AND REHABILITATION CENTER	Piney Valley, Keyser Center LLC	135 SOUTHERN DRIVE	KEYSER	WV	Mineral	(304)788-3415
PLEASANT VALLEY NURSING AND REHABILITATION CENT	Stillwell Road Operations LLC	5 EVERETT TIBBS ROAD	MARLINTON	WV	Pocahontas	{304}799-7375
POCAHONTAS CENTER	Princeton Center LLC	1924 GLEN WOOD PARK RD.	PRINCETON	WV	Mercer	(304)425-8128
PRINCETON HEALTH CARE CENTER	Putnam Center	300 SEVILLE ROAD	HURRICANE	WV	Putnam	(304)757-6805
PUTNAM CENTER	Raleigh Center	1631 RITTER DRIVE	DANIELS	WV	Raleigh	(304)763-3051
RALEIGH CENTER	200 Ritchie Avenue Operations LLC	200 RITCHIE AVENUE	RAVENSWOOD	WV	Jackson	(304)273-9385
RAVENSWOOD VILLAGE	Clarksburg Center LLC	100 PARKWAY DRIVE	Clarksburg	WV	Harrison	(304)624-6401
RIVERSIDE HEALTH AND REHABILITATION CENTER	Roane General Hospital, Distinct Part	200 HOSPITAL DRIVE	Spencer	WV	Roane	(304)927-4444
ROANE GENERAL HOSPITAL	8 Rose Street Operations LLC	8 ROSE STREET	GRAFTON	WV	Taylor	(304)265-0095
ROSEWOOD CENTER	Salem Center	255 SUNBRIDGE DRIVE	SALEM	WV	Harrison	{304}782-3000
SALEM CENTER	Shenandoah Center	50 MULBERRY TREE STREET	Charles Town	WV	Jefferson	(304)724-1101
SHENANDOAH CENTER	Sistersville Center	201 WOOD STREET OPERATION	SISTERSVILLE	WV	Tyler	{304}652-1032
SISTERSVILLE CENTER	Springfield Center LLC	ROUTE 1 BOX 101-A	Lindside	WV	Monroe	(304)753-4332
SPRINGFIELD CENTER	St. Barbara's Memorial Nursing Home	PO BOX 9066	MONONGAH	WV	Marion	(304)534-5220
ST. BARBARA'S MEMORIAL NURSING HOME	St. Joseph's Hospital, Distinct Part	AMALIA DRIVE #1	BUCKHANNON	WV	Upshur	{304}473-2000
ST. JOSEPH'S HOSPITAL	Fox Nursing Home, Inc.	125 FOX LANE	Chester	WV	Hancock	(304)387-0101
STONE PEAR PAVILION	AMFM OF SUMMERS COUNTY, INC.	198 JOHN COOK NURSING HON	HINTON	WV	Summers	(304)466-0332
STONERISE BECKLEY	Harper Mills, Riparian Investments, LLC	100 HEARTLAND DRIVE	BECKLEY	WV	Raleigh	(304)256-1650
STONERISE BELMONT	Pleasants Carehaven Operating, LLC	506 RIVERVIEW ROAD	BELMONT	WV	Pleasants	(304)665-2065
STONERISE BERKLEY	Harper Mills, Stonerise Healthcare	456 AUTUMN ACRES ROAD	BERKELEY SPRINGS	WV	Morgan	(304)258-3673
STONERISE BERKLEY SPRINGS	Clarksburg Nursing and Rehabilitat	801 DAVISSON RUN ROAD	Clarksburg	WV	Harrison	(304)624-6500
STONERISE BRIDGEPORT	AMFM of Mercer County, Inc.	1275 SOUTHVIEW DRIVE	BLUEFIELD	WV	Mercer	(304)325-5448
STONERISE CHARLESTON	Eastbrook Center	3819 CHESTERFIELD AVENUE	CHARLESTON	WV	Kanawha	{304}925-4771
STONERISE CLARKSBURG	Beverly Enterprises - West Virginia, Inc.	6500 MACCORKLE AVENUE SW	SAINT ALBANS	WV	Kanawha	(304)768-0002

**APPENDIX A
NURSING HOME FACILITIES**

STONERISE KEYSER	Pleasant Valley Nursing and Rehabilitat	1200 SAND HILL ROAD	POINT PLEASANT	WV	Mason	(304)675-4340
STONERISE KINGWOOD	Pine View Nursing and Convalescent Hc	400 MCKINLEY STREET	HARRISVILLE	WV	Ritchie	(304)643-2712
STONERISE LEWISBURG	Lincoln Nursing and Rehabilitation, LLC	200 MONDAY DRIVE	HAMLIN	WV	Lincoln	(304)824-3133
STONERISE LINSIDE	Glenville Center/ Sunbridge Glenville H	111 FAIRGROUND ROAD	Glenville	WV	Gilmer	(304)462-5718
STONERISE MARTINSBURG	Clary Grove	209 CLOVER STREET	MARTINSBURG	WV	Berkeley	(304)263-8921
STONERISE MORGANTOWN	1 Sutphin Drive Operations LLC	ONE SUTPHIN DRIVE	MARMET	WV	Kanawha	(304)949-1580
STONERISE MOUNDSVILLE	Nella's Inc.	399 FERGUSON ROAD	ELKINS	WV	Randolph	(304)636-1008
STONERISE PARKERSBURG	Eaglepoint, Parkersburg Acquisition, LL	1600 27TH STREET	parkersburg	WV	Wood	(304)485-6476
STONERISE PRINCETON	Princeton Health Care Center	315 COURTHOUSE RD.	PRINCETON	WV	Mercer	(304)487-3458
STONERISE RAINELLE	Meadowview Manor, Bridgeport Cente	41 CRESTVIEW TERRACE	BRIDGEPORT	WV	Harrison	(304)842-7101
STONERISE WELLSBURG	Route 92 Operations, LLC	345 POCAHONTAS TRAIL	WHITE SULPHUR SP	WV	Greenbrier	(304)536-4661
SUMMERS NURSING AND REHABILITATION CENTER	Summersville Regional Medical Center,	400 FAIRVIEW HEIGHTS ROAD	SUMMERSVILLE	WV	Nicholas	(304)872-2891
SUNBRIDGE CARE & REHAB- TRINITY HEALTH CARE OF M	1539 Country Club Road Operations, LL	1539 COUNTRY CLUB ROAD	FAIRMONT	WV	Marion	(304)366-9100
SUNDALE REHAB & LONG-TERM CARE	Sundale Nursing Home	800 J D ANDERSON DRIVE	MORGANTOWN	WV	Monongalia	(304)599-0497
TAYLOR HEALTHCARE	Taylor Health Care Center	2 HOSPITAL PLAZA	GRAFTON	WV	Taylor	(304)265-0400
TEAYS VALLEY CENTER	Teays Valley Center	590 NORTH POPLAR FORK ROA	HURRICANE	WV	Putnam	(304)757-7826
TEAYS VALLEY CENTER	Trinity Health Care Services, Inc.	1000 WEST PARK AVENUE	LOGAN	WV	Logan	(304)752-8723
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
WHITE SULPHUR SPRINGS CENTER	Wellsburg Center LLC	70 VALLEY HAVEN DR	Wellsburg	WV	Brooke	(304)394-5322
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**

Facility Name	Legal Name	Physical Address	City	State	Zip	County	Phone Number
1204 S. KANAWHA GROUP HOME	VOCA CORPORATION OF W	1204 S. KANAWHA STRI	BECKLEY	WV	25801	Raleigh	(304)252-5676
5TH AVENUE GROUP HOME	RSCR WEST VIRGINIA, INCO	916 FIFTH AVENUE	SAINT ALBANS	WV	25177	Kanawha	(304)720-2331
6TH STREET WEST GROUP HOME	RSCR WEST VIRGINIA, INCO	1036 6TH STREET WEST	HUNTINGTON	WV	25701	Cabell	(304)399-1257
811 S. KANAWHA GROUP HOME	VOCA CORPORATION OF W	811 S. KANAWHA STREI	BECKLEY	WV	25801	Raleigh	(304)252-5937
ACCOVILLE GROUP HOME	VOCA CORPORATION OF W	30 LULA SMOOTH DRIV	ACCOVILLE	WV	25606	Logan	(304)583-7614
AMHERSTDALE GROUP HOME	VOCA CORPORATION OF W	525 PROCTOR BOTTOM	AMHERSTDALE	WV	25607	Logan	(304)583-7085
ARC GROUP HOME	ARC OF THE THREE RIVERS,	523 24TH STREET	DUNBAR	WV	25064	Kanawha	(304)768-2345
BARBOUR STREET GROUP HOME	RSCR WEST VIRGINIA, INCO	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, INCOR	347 W. BIRCH LANE	ROMNEY	WV	26757	Hampshire	(304)822-3861
B-U GROUP HOME	RSCR WEST VIRGINIA, INCO	196 JACK LANE	BUCKHANNON	WV	26201	Upshur	(304)472-5503
CHAFIN GROUP HOME	RSCR WEST VIRGINIA, INCO	6905 MERRITTS CREEK	HUNTINGTON	WV	25702	Cabell	(304)736-7463
CHURCH LANE GROUP HOME	VOCA CORPORATION OF W	226 CHURCH LANE	PRINCETON	WV	24740	Mercer	(304)425-2069
CORNELL STREET GROUP HOME	RSCR WEST VIRGINIA, INCO	1600 CORNELL STREET	KEYSER	WV	26726	Mineral	(304)788-0101
CROSS LANES GROUP HOME	RSCR WEST VIRGINIA, INCO	5202 LINDA VISTA DRIV	CROSS LANES	WV	25313	Kanawha	(304)776-5010
DAVIS STREET GROUP HOME	RSCR WEST VIRGINIA, INCO	26 DAVIS STREET	PETERSBURG	WV	26847	Grant	(304)257-4474
EAST END GROUP HOME	RSCR WEST VIRGINIA, INCO	300 RUFFNER AVENUE	CHARLESTON	WV	25301	Kanawha	(304)341-0242
EIGHTH AVENUE GROUP HOME	RSCR WEST VIRGINIA, INCO	1519 8TH AVENUE	HUNTINGTON	WV	25701	Cabell	(304)523-0177
FAIRMONT GROUP HOME	VOCA CORPORATION OF W	1542 MARY LOU RETTC	FAIRMONT	WV	26554	Marion	(304)366-4415
FOWLER GROUP HOME	RSCR WEST VIRGINIA, INCO	408 FOWLER AVENUE	CLARKSBURG	WV	26301	Harrison	(304)622-0844
FRANKLIN GROUP HOME	RSCR WEST VIRGINIA, INCO	300 OLD PIKE ROAD	FRANKLIN	WV	26807	Pendleton	(304)358-2407
GIHON ROAD GROUP HOME	RSCR WEST VIRGINIA, INCO	2240 GIHON ROAD	PARKERSBURG	WV	26101	Wood	(304)485-0482
GUYANDOTTE GROUP HOME	RSCR WEST VIRGINIA, INCO	209 RICHMOND STREET	HUNTINGTON	WV	25702	Cabell	(304)522-6748
HANSFORD STREET GROUP HOME	RSCR WEST VIRGINIA, INCO	637 HANSFORD STREET	SAINT ALBANS	WV	25177	Kanawha	(304)722-1979
HARMON SCHOOL ROAD GROUP H	HARMON SCHOOL ROAD G	2164 HARMON SCHOOL	PRINCETON	WV	24739	Barbour	(304)425-4200
HUDSON STREET GROUP HOME	RSCR WEST VIRGINIA, INCO	222 HUDSON STREET	SAINT ALBANS	WV	25177	Kanawha	(304)727-5170
JACKSON AVENUE GROUP HOME	RSCR WEST VIRGINIA, INCO	330 JACKSON AVENUE	MADISON	WV	25130	Boone	(304)369-1779
JUDYVILLE GROUP HOME	VOCA CORPORATION OF W	308 JUDYVILLE ROAD	LEWISBURG	WV	24901	Greenbrier	(304)647-3211
KENOVA GROUP HOME	RSCR WEST VIRGINIA, INCO	1802 BEECH STREET	KENOVA	WV	25530	Wayne	(304)453-3239
LAKEVIEW GROUP HOME	RSCR WEST VIRGINIA, INCO	826 LAKEVIEW DRIVE	PARKERSBURG	WV	26101	Wood	(304)422-5359
MAIN STREET GROUP HOME	VOCA CORPORATION OF W	264 WEST MAIN STREE	SALEM	WV	26426	Harrison	(304)782-3517
MCGHEE GROUP HOME	RSCR WEST VIRGINIA, INCO	6961 RIGHTFORK MERRIT	HUNTINGTON	WV	25702	Cabell	(304)762-2430
MCVEIGH GROUP HOME	RSCR WEST VIRGINIA, INCO	1941 MCVEIGH AVENU	HUNTINGTON	WV	25703	Cabell	(304)399-1252

**APPENDIX B
ICF/IID FACILITIES**

MONROE GROUP HOME	RSCR WEST VIRGINIA, INCO 1319 MONROE AVENUE	HUNTINGTON	WV	25704 Cabell	(304)399-1261
MONTVUE GROUP HOME	VOCA CORPORATION OF W 340 MONTVUE DRIVE	LEWISBURG	WV	24901 Greenbrier	(304)645-4215
MT CLARE GROUP HOME	VOCA CORPORATION OF W 7782 MOUNT CLARE ROAD	MOUNT CLARE	WV	26408 Harrison	(304)745-3014
NORTHSIDE GROUP HOME	RSCR WEST VIRGINIA, INCO 1200 THIRD STREET	MARTINSBURG	WV	25401 Berkeley	(304)263-4742
NUTTER FORT GROUP HOME	RSCR WEST VIRGINIA, INCO 218 INDIANA AVENUE	NUTTER FORT	WV	26301 Harrison	(304)624-6022
OAK HILL GROUP HOME	VOCA CORPORATION OF W 134 BEECH AVENUE	OAK HILL	WV	25901 Fayette	(304)465-0505
OLD BLUEFIELD GROUP HOME	VOCA CORPORATION OF W 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 26 RAVEN AVENUE	WHEELING	WV	26003 Ohio	(304)234-3563
REM WV, INC., ARLINGTON	REM WEST VIRGINIA, INCO 115 ARLINGTON AVENUE	MOUNDSVILLE	WV	26041 Marshall	(304)845-0664
REM WV, INC., BROOKHAVEN ROAD	REM WEST VIRGINIA, INCO 618 BROOKHAVEN ROAD	MORGANTOWN	WV	26508 Monongalia	(304)292-6794
REM WV, INC., CURTIS AVENUE	REM WEST VIRGINIA, INCO 904 CURTIS AVENUE	MORGANTOWN	WV	26505 Monongalia	(304)296-5304
REM WV, INC., FLYNN AVENUE	REM WEST VIRGINIA, INCO 1501 FLYNN AVENUE	WHEELING	WV	26003 Ohio	(304)242-9330
REM WV, INC., G. C. & P. ROAD	REM WEST VIRGINIA, INCO 147 G.C. & P. ROAD	WHEELING	WV	26003 Ohio	(304)232-1749
REM WV, INC., NEW MARTINSVILLE	REM WEST VIRGINIA, INCO 170 PADUCAH DRIVE	NEW MARTINSVILLE	WV	26155 Wetzel	(304)455-4804
REM WV, INC., ROCKDALE ROAD	REM WEST VIRGINIA, INCO 131 ROCKDALE ROAD	FOLLANSBEE	WV	26037 Brooke	(304)527-0192
REM WV, INC., WHITE AVENUE	REM WEST VIRGINIA, INCO 1040 WHITE AVENUE	MORGANTOWN	WV	26505 Monongalia	(304)296-9026
REM WV, INC., WOODCREST DRIVE	REM WEST VIRGINIA, INCO 201 WOODCREST DRIVE	FOLLANSBEE	WV	26037 Brooke	(304)527-1514
RITZ AVENUE GROUP HOME	NORTHWOOD HEALTH SYSTEMS 2302 RITZ AVENUE	WHEELING	WV	26003 Ohio	(304)234-3561
RIVERVIEW GROUP HOME	NORTHWOOD HEALTH SYSTEMS 102 12TH STREET	MC MECHEN	WV	26040 Marshall	(304)234-3520
RUSSELL NESBITT APARTMENTS	NORTHWOOD HEALTH SYSTEMS 501 MAIN STREET	WHEELING	WV	26003 Ohio	(304)234-3530
SALEM GROUP HOME	RSCR WEST VIRGINIA, INCO 272 W. MAIN STREET	SALEM	WV	26426 Harrison	(304)782-3068
SIXTEENTH STREET GROUP HOME	RSCR WEST VIRGINIA, INCO 2126 16TH STREET	PARKERSBURG	WV	26101 Wood	(304)485-0478
SOUTHSIDE GROUP HOME	RSCR WEST VIRGINIA, INCO 1207 WEST VIRGINIA AVENUE	MARTINSBURG	WV	25401 Berkeley	(304)263-4871
SPRING STREET GROUP HOME	RSCR WEST VIRGINIA, INCO 1615 SPRING STREET	PARKERSBURG	WV	26101 Wood	(304)485-0476
STONEWOOD GROUP HOME	RSCR WEST VIRGINIA, INCO 8082 SOUTH 2ND STREET	STONEWOOD	WV	26301 Harrison	(304)624-6002
SUMMERSVILLE GROUP HOME	VOCA CORPORATION OF W 509 DUFFY STREET	Summersville	WV	26651 Nicholas	(304)872-2042
TEMPLE STREET GROUP HOME	VOCA CORPORATION OF W 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 W 651 GLENWOOD HAVEN	PRINCETON	WV	24739 Barbour	(304)487-9042
VALLEY VIEW GROUP HOME	VOCA CORPORATION OF W 129 VALLEY VIEW DRIVE	PRINCETON	WV	24740 Mercer	(304)425-0479
VIRGINIA AVENUE GROUP HOME	RSCR WEST VIRGINIA, INCO 821 VIRGINIA AVENUE	HUNTINGTON	WV	25701 Cabell	(304)523-0196
WASHINGTON STREET GROUP HOME	POTOMAC CENTER, INCO 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

Request for Quotation
Facility Appraisal Services

Appendix C : Service Level Agreements (SLAs)

Because performance failures by the Vendor may cause BMS to incur additional administrative costs, BMS may assess financial penalties 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
<p>Reports and Reporting 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. (4.1.3)</p>	<p>Up to \$100 per each business day the reports are not submitted to BMS as the agreed upon date in this RFQ.</p>
<p>Vendor must prepare and submit to BMS, ad hoc reports within thirty (30) calendar days of request. (4.1.6)</p>	<p>Up to \$100 per each business day the reports are not submitted to BMS as the agreed upon date in this RFQ.</p>

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 a 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:

Michael Baldwin, President
OHC Advisors Inc

Name of Agency: _____

Name of Associate: _____

Signature: _____

Signature: Michael Baldwin

Title: _____

Title: President

Date: _____

Date: 10-4-2022

Form - WVBA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 13
BY Patrick Morley
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

Name of Agency: DHHR / BMS

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

All types of PHI such as in paper, electronic, verbal, or any other form. Including but not limited to: Patient names and dates of birth.

FEDERAL FUNDS ADDENDUM
2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:
(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes 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."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in 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 must:

- (a) 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.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply 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”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract 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. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply 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, Vendor 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.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

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.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions 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.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 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.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State 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.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

Vendor Name:

By: _____

By: Michael Baldwin

Printed Name: _____

Printed Name: Michael Baldwin

Title: _____

Title: President

Date: _____

Date: 10-4-2022

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

Currentness

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.

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

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. 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;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. 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.

5.2.3. 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.

5.2.4. 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:

5.2.4.a. 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

5.2.4.b. 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.

5.4.1. The Director may suspend, for a period not to exceed 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:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

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

5.4.1.c. 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.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

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

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

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 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

5.4.2.b.6. 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.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 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.

5.4.2.d. 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.

5.4.2.e. Within 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.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 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.

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

5.4.4. 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 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.

5.4.5. 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 W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. 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.

5.5.2. 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.

5.5.3. 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.

5.5.4. Pursuant to W.Va. Code § 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.

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

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

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

5.6.2. 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.

5.6.3. 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.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

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