



**State of West Virginia  
Department of Administration  
Purchasing Division**

**NOTICE**

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

\*\*\*



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

# Request for Quotation

RFQ NUMBER
BMS80648

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER / 304-558-0067

\*709033645      540-986-0472  
 SOUTHWESTERN APPRAISAL COMPANY  
 PO BOX 6014  
 5111 MELROSE AVENUE  
 ROANOKE VA 24017

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BUREAU FOR MEDICAL SERVICES  
 ROOM 251  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3709      304-558-1737

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/14/2008				

BID OPENING DATE: 02/20/2008      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		946-15		
OPEN-END BLANKET CONTRACT						
HEALTH FACILITY APPRAISAL SERVICES						
<p>TO OBTAIN THE SERVICES OF A CONTRACTOR TO PROVIDE HEALTH FACILITY APPRAISAL SERVICES NECESSARY FOR THE MEDICAID PROGRAM'S LONG TERM CARE FACILITY REIMBURSEMENT SYSTEM. SEE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	(540)986-0472	02/14/08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Managing Member	030422964	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



**State of West Virginia  
Department of Administration  
Purchasing Division**

**NOTICE**

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

\*\*\*

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

---

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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



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

# Request for Quotation

RFQ NUMBER  
 BMS80648

PAGE  
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 304-558-0067

\*709033645 540-986-0472  
 SOUTHWESTERN APPRAISAL COMPANY  
 PO BOX 6014  
 5111 MELROSE AVENUE  
 ROANOKE VA 24017

HEALTH AND HUMAN RESOURCES  
 BUREAU FOR MEDICAL SERVICES  
 ROOM 251  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3709 304-558-1737

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/14/2008				

BID OPENING DATE: 02/20/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (540)986-0472	DATE 02/14/08
TITLE Managing Member	FEIN 030422964	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

# Request for Quotation

RFQ NUMBER
BMS80648

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

\*709033645      540-986-0472  
 SOUTHWESTERN APPRAISAL COMPANY  
 PO BOX 6014  
 5111 MELROSE AVENUE  
 ROANOKE VA 24017

HEALTH AND HUMAN RESOURCES  
 BUREAU FOR MEDICAL SERVICES  
 ROOM 251  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3709      304-558-1737

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/14/2008				

BID OPENING DATE: 02/20/2008      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 1/30/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311            FAX: 304-558-4115            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	(540)986-0472	02/14/08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Managing Member	030422964	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

# Request for Quotation

RFQ NUMBER
BMS80648

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

VENDOR

\*709033645      540-986-0472  
 SOUTHWESTERN APPRAISAL COMPANY  
 PO BOX 6014  
 5111 MELROSE AVENUE  
 ROANOKE VA 24017

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BUREAU FOR MEDICAL SERVICES  
 ROOM 251  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3709      304-558-1737

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/14/2008				
BID OPENING DATE: 02/20/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	(540) 986-0472	02/14/08	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Managing Member	030422964		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

# Request for Quotation

RFO NUMBER
BMS80648

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

\*709033645 540-986-0472  
 SOUTHWESTERN APPRAISAL COMPANY  
 PO BOX 6014  
 5111 MELROSE AVENUE  
 ROANOKE VA 24017

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BUREAU FOR MEDICAL SERVICES  
 ROOM 251  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3709 304-558-1737

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/14/2008				

BID OPENING DATE: 02/20/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	(540) 986-0472	02/14/08
TITLE	FEN	ADDRESS CHANGES TO BE NOTED ABOVE
Managing Member	030422964	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'





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

# Request for Quotation

RFQ NUMBER
BMS80648

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

VENDOR

\*709033645      540-986-0472  
 SOUTHWESTERN APPRAISAL COMPANY  
 PO BOX 6014  
 5111 MELROSE AVENUE  
 ROANOKE VA 24017

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BUREAU FOR MEDICAL SERVICES  
 ROOM 251  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3709      304-558-1737

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/14/2008				

BID OPENING DATE: 02/20/2008      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Joe D. Wingate, ASA</u>  <u>Southwestern Appraisal Company</u></p> <p>DATE: <u>02/14/2008</u></p> <p>SIGNED: </p> <p>TITLE: <u>Managing Member</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE (540) 986-0472	DATE 02/14/08
TITLE Managing Member	FEIN 030422964	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

# Request for Quotation

RFQ NUMBER  
 BMS80648

PAGE  
 7

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 304-558-0067

RODZUM

\*709033645 540-986-0472  
 SOUTHWESTERN APPRAISAL COMPANY  
 PO BOX 6014  
 5111 MELROSE AVENUE  
 ROANOKE VA 24017

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BUREAU FOR MEDICAL SERVICES  
 ROOM 251  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3709 304-558-1737

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/14/2008				

BID OPENING DATE: 02/20/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE THAT SIX (6) CONVENIENCE COPIES WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ NO.:-----BMS80648-----</p> <p>BID OPENING DATE:-----2/20/2008-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (540) 986-0927</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (540) 986-0472	DATE 02/14/08
TITLE Managing Member	FEIN 030422964	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

# Request for Quotation

RFQ NUMBER  
 BMS80648

PAGE  
 8

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 304-558-0067

R O B E R T A W A G N E R

\*709033645 540-986-0472  
 SOUTHWESTERN APPRAISAL COMPANY  
 PO BOX 6014  
 5111 MELROSE AVENUE  
 ROANOKE VA 24017

S H I P T O

HEALTH AND HUMAN RESOURCES  
 BUREAU FOR MEDICAL SERVICES  
 ROOM 251  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3709 304-558-1737

DATE PRINTED 01/14/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 02/20/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): <u>Joe D. Wingate, ASA</u>						
***** THIS IS THE END OF RFQ BMS80648 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (540)986-0472	DATE 02/14/08
TITLE Managing Member	FERN 030422964	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**FEBRUARY 14, 2008**

**PROPOSAL  
STATE OF WEST VIRGINIA  
HEALTH AND HUMAN RESOURCES  
BUREAU FOR MEDICAL SERVICES  
HEALTH FACILITY APPRAISAL SERVICES  
RFQ NUMBER BMS80648**

**BY  
SOUTHWESTERN APPRAISAL COMPANY  
5111 MELROSE AVENUE, N.W.  
ROANOKE, VA 24017**

**Telephone: (540) 986-0472**

**Fax: (540) 986-0927**

**CONTACT PERSON**

---

**JOE D. WINGATE, ASA  
CERTIFIED GENERAL REAL ESTATE APPRAISER  
LICENSE NO. 098**

TABLE OF CONTENTS

**INTRODUCTION:**

<b>Title Page</b> .....	<b>1</b>
<b>Table of Contents</b> .....	<b>2</b>
<b>Transmittal Letter</b> .....	<b>3</b>

**SECTION I -**

<b>Response to Procurement Specifications</b> .....	<b>4</b>
---	----------

**SECTION II -**

<b>WV Real Estate Appraiser License, Joe D. Wingate</b> .....	<b>9</b>
<b>WV Real Estate Appraiser License, Joseph G. Wingate</b> .....	<b>9</b>
<b>Corporate Capability &amp; Project Experience</b> .....	<b>10</b>
<b>West Virginia Registration Certificate</b> .....	<b>12</b>
<b>Sample of Appraisal Work Product:</b>	
<b>Initial Long-Term Care/ICF Facility</b> .....	<b>13</b>
<b>Annual Updated Facility</b> .....	<b>14</b>

**SECTION III -**

**Qualifications of Vendor:**

<b>Joe D. Wingate, ASA</b> .....	<b>15</b>
<b>Joseph Gregory Wingate, ASA</b> .....	<b>16</b>

**SECTION IV -**

<b>Project Work Plan</b> .....	<b>17</b>
<b>Affidavit</b> .....	<b>18</b>
<b>WVDHHR Federal Program Participation Acknowledgment</b> .....	<b>19</b>

**SECTION V -**

<b>Cost Proposal (Attachment #1)</b>	
--------------------------------------	--

# SOUTHWESTERN APPRAISAL COMPANY

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

February 14, 2008

Ms. Roberta Wagner  
Department of Administration  
Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25311

Dear Ms. Wagner:

Re: PROPOSAL  
Health Facility Appraisals  
Bureau for Medical Services  
RFQ Number BMS80648

Pursuant to the "Request for Quotation" dated January 14, 2008, to provide Health Facility Appraisal Services necessary for the Medicaid Program's long-term care facility reimbursement system, we are pleased to submit the following:

Southwestern Appraisal Company assisted in the development of the existing appraisal program, in cooperation with the WV Department of Transportation between 1977 and 1979. Since that date we have made the initial complete appraisal valuation and conducted the annual updates of all licensed SNF/ICF/MR facilities, including the 2007 Updates.

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

Please find attached hereto and made a part of this proposal current copies of Certified General Real Estate Appraiser Licensed for Joe D. Wingate and Joseph Gregory Wingate. If this proposal is found acceptable, these are the only two (2) appraisers that will conduct field inspections and be responsible for the necessary office preparations for the final S.A.V. report/update. The location and base of operations for the staff working on this contract will remain the same as in the previous years at 5111 Melrose Avenue, Roanoke, VA 24017.

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

Respectfully Submitted,

SOUTHWESTERN APPRAISAL COMPANY

  
Joe D. Wingate, ASA  
Certified General Appraiser #098

**SECTION I**

**PART 1 GENERAL INFORMATION**

- 1 1 Purpose: The Department of Health and Human Resources, Bureau for Medical Services is soliciting bids to provide health facility appraisal services that are necessary for the Medicaid Program's Long-Term Care Facility Reimbursement System.
- 1 2 Project: The purpose of the project is to engage the 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.

**PART 2 PROCUREMENT SPECIFICATIONS**

(Bidder should indicate ability (Yes/No) to meet the following specifications. Failure to meet any of the requirement, shall result in disqualification of the bid.)

**2.1 General Requirements:**

- 2.1 1 Vendor shall be a certified general real estate appraiser certified in the State of West Virginia
- 2.1 2 Vendor shall have at least 3 years experience and expertise in health facility appraisal valuation under the current reproduction cost approach using a "model facility standard" (MFS) and Marshall-Swift & Boeckh construction indices approach as opposed to the "fair market value" approach for these appraisals so that a Standard Appraised Value (SAV) based on the appraisal of the land, building and equipment can be established for use in conjunction with the capital costs segment of our reimbursement system.

Meets Y/N
Y
Y

**2.2 Scope of Work:** Vendor shall be required to:

- 2.2.1 Obtain from the Bureau for Medical Services, a list of Long-Term Care facilities to be appraised. The list shall contain the names and locations of those facilities to be appraised.

Bureau for Medical Services Contract Administrator is Nora McQuain.

- 2.2 2 Carry out a program of appraisal for each designated health care facility in accordance with Department instructions, policy and procedures. Annual update appraisals must be completed between January 1 and June 30 of each year and must be delivered to the Bureau for Medical Services by September 1 of each year. New initial and/or major facility renovation appraisals may necessitate an appraisal during the year.
- 2.2 3 Present expert testimony in the case of a facility appeal of appraisal results
- 2.2 4 Periodically consult with the Department on aspects of the appraisal program.
- 2.2 5 Submit to the Department in a format and within a time frame approved by the Department two (2) copies of each initial appraisal and/or annual update of each nursing facility appraisal and three (3) copies of each ICF/MR appraisal. In addition to this requirement, an electronic submission of each appraisal will be forwarded to OMAR
- 2.2 6 Prepare and submit to the Department such reports as may be required.



**PART 3 GENERAL TERMS AND CONDITIONS:**

By signing and submitting this bid quotation, the successful Vendor agrees to be bound by all the terms contained in this request for quotation.

**3.1 Conflict of Interest:**

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

**3.2 Prohibition Against Gratuities:**

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

**3.3 Certifications Related to Lobbying:**

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

**3.4 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 the parties to 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 request for quotation and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes 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, and 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.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

3.5 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 laws.

3.6 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

3.7 Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

3.8 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work

under this contract; however, the vendor is totally responsible for payment of all subcontractors.

3.9 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

3.10 Contract Termination:

The State may terminate any contract resulting from this request for quotation immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this request for quotation. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

3.11 Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

3.12 Invoices, Progress Payments, & Retainage:

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

3.13 Liquidated Damages:

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of one-thousand dollars (**\$1,000**) per day for failure to provide deliverables, meet milestones identified to keep the project on target, or failure to meet specified deadlines. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional

remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

3.14 Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

The Vendor shall comply with all applicable State and Federal law regarding confidentiality/privacy including the confidentiality requirements of §1160 and §1902(a)(7) of the Social Security Act, the information safeguarding requirements of Title 42, Part 431, Subpart F (42 CFR 431 F), and the privacy and security requirements of Title 45 Parts 160 and 164 (45 CFR 160 and 164).

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

3.15 Insurance Requirements:

The Vendor as an independent Contractor is solely liable for the acts and omissions of its employees and agents. Proof of insurance will be provided by the Vendor at the time the contract is awarded. The Vendor will maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts, and omissions on the part of the Vendor, its agents and employees in the following amounts:

For bodily injury (including death): Minimum of \$500,000.00 per person, and \$1,000,000.00 per occurrence

For property damage and professional liability: Minimum of \$1,000,000.00 per occurrence

3.15 Debarment and Suspension:

Successful Vendor must certify that they are not debarred or suspended. Successful vendor must certify that no entity, agency or person associated with the vendor is debarred or suspended.

3.16 Drug Free Workplace Act of 1988:

Successful Vendor must certify that they will provide a drug free workplace, and an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession, abuse or use of a controlled substance in the performance of the Contract.

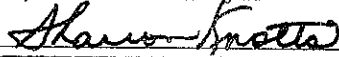
**SECTION II**

State of West Virginia  
Real Estate Appraiser Licensing & Certification Board

This is to certify that

JOE D WINGATE  
5111 MELROSE AVE NW  
ROANOKE, VA 24017  
CERTIFIED GENERAL CG098  
Expiration Date 09/30/2008

has met the requirements of the law, and is authorized to appraise real estate and  
real property in the State of West Virginia



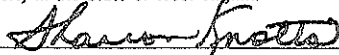
Executive Director

State of West Virginia  
Real Estate Appraiser Licensing & Certification Board

This is to certify that

JOSEPH G WINGATE  
5111 MELROSE AVE. NW  
ROANOKE, VA 24017  
CERTIFIED GENERAL CG155  
Expiration Date 09/30/2008

has met the requirements of the law, and is authorized to appraise real estate and  
real property in the State of West Virginia



Executive Director

## CORPORATE CAPABILITY & PROJECT EXPERIENCE

Southwestern Appraisal Company was formed in July 1965, as a sole proprietorship, and has conducted appraisals in five (5) southeastern states. During recent years the majority of the appraisal assignments have been throughout the Commonwealth of Virginia and the State of West Virginia, dealing with appraisals on all types of property, ranging from multimillion dollar commercial properties to rural farmland.

We have assisted the United States Postal Service through a joint effort with Roundtree Associates, Inc. of Richmond, Virginia, in appraisals of post office properties throughout the Commonwealth of Virginia and the State of West Virginia plus Eastern Kentucky. This involved Market Appraisals of post office structures and land. Also, we were responsible for advertising and site selection of various post office facilities throughout Virginia and West Virginia. In addition, we assisted in negotiating fair market leases in numerous localities for existing facilities.

Southwestern Appraisal Company assisted in the development of the Standard Appraised Value Program, for the West Virginia Department of Health and Human Services, between 1977 and 1979, in cooperation with the West Virginia Department of Transportation. This involves an appraisal of Licensed nursing homes and group home facilities, and is used as an intricate part of the Medicaid Program's long-term care reimbursement system. We have continued our involvement with the S.A.V. Program with the successful completion of all annual appraisal updates since 1979, including full reports of all new facilities added to this program, currently involving approximately 182 facilities.

It must be recognized that this is not a typical assignment, due to the being very specialized, and requiring techniques utilizing a "Model Facility Standard". We are currently using a 19-page Check List, which has been revised, as directed, to comply with changes in the assessment criteria for long-term care facilities, by the Bureau for Medical Services.

At the time the original reports were being prepared in 1977 through 1979, the Marshall-Swift and Boeckh Cost Manuals were relied on exclusively for all cost data. However, certain areas are not adequately covered in these manuals and cost information has now evolved to include actual costs of certain components, as reported by facilities throughout the State. This is especially true of moveable machinery and equipment as well as site improvements, such as landscaping, pavement (asphalt and concrete) and individual septic/wastewater treatment plants. All reliable cost data on new and renovated facilities has been obtained, with as much breakdown or separation of individual item cost as possible. The availability of this data conclusively supports the cost reported in the appraisals and carries great weight in determining the validity of any administrative reviews and/or appeals that might arise during a facility claim for adjustments.

A sample appraisal work product demonstrating the S.A.V. methodology is included here-with. This involves both an initial or original appraisal report and a annual update of the same facility. It should be noted that the name of the facility and date of valuation has been omitted from the sample work product in order to protect the identity of the facility and comply with confidentiality requirements

Southwestern Appraisal Company has conducted a complete appraisal on each of the existing facilities and has documented and retained field notes on all changes to the Floor Plans and room use which are invaluable in implementing the 19-page Inspection Forms. Our files are complete with copies of each annual update from the time of the original appraisal, up to and including the 2007 Updates. This historic data contributes greatly to our ability to track the physical and functional changes that may have occurred in a facility since the original construction.

We have made appraisals throughout the Commonwealth of Virginia and State of West Virginia for the Department of the Interior (National Park Service) for the purposes of acquiring Fee Estate and Easement interests, involving both commercial and rural properties along the Appalachian National Scenic Trail and the Blue Ridge Parkway.

We are presently on the approved panel of Appraisers for the Virginia Department of Transportation throughout the state of Virginia on all types of property. These appraisals are made for the purpose of acquiring private property in connection with proposed right-of-way acquisition. Also, we have made appraisals for the purpose of aiding the Department in the acquisition of sites for maintenance or District Headquarters throughout the state.

#### REFERENCES:

- West Virginia Dept. of Health & Human Resources  
Ms. Nora McQuain, R.N.  
Bureau for Medical Services  
Charleston, WV
  
- Virginia Department of Transportation  
Mr. Stuart A. Waymack, Director  
Right of Way and Utilities  
Richmond, VA
  
- US Department of the Interior  
Mr. Don King, Chief  
Appalachian Trail Land Acquisition Field Office  
Martinsburg, WV
  
- Bank of Fincastle  
John Kilby, President  
Commercial Real Estate Appraisals  
Fincastle, VA



WVBR-802  
Rev 7/03

WEST VIRGINIA  
STATE TAX DEPARTMENT

**BUSINESS REGISTRATION CERTIFICATE**  
FOR YEAR BEGINNING JULY 1, 2005  
ENDING JUNE 30, 2008

WEST VIRGINIA BUSINESS LOCATION ADDRESS

5000

WEST VIRGINIA MAILING ADDRESS

SOUTH AVENUE  
JULY 1, 2005  
5000  
10000



The State Tax Commissioner pursuant to the authority vested in him by Chapter 11 Article 12 of the Code of West Virginia has this day issued a Business Registration Certificate which shall mean you have properly registered with the Department of Tax and Revenue to conduct business within the state of West Virginia for this location  
SEE REVERSE SIDE

**VENDOR PROPOSAL**

**-SAMPLE-**

**Initial Long-Term Care/ICF Facility**

**STANDARD APPRAISED VALUE  
NAME OF HEALTH CARE FACILITY  
STREET ADDRESS OF FACILITY  
STATE OF WEST VIRGINIA  
ZIP CODE**

**BY  
SOUTHWESTERN APPRAISAL COMPANY  
5111 MELROSE AVENUE, N.W.  
ROANOKE, VIRGINIA  
24017**

**DATE OF VALUATION**

**( )**

**Note: Name of facility and date of valuation changed to protect identity and comply with confidentiality requirements.**

**TABLE OF CONTENTS**

**Summary of Salient Facts & Conclusions** ..... 1

**Purpose and Function of Appraisal** ..... 2

**Definition of Value to be Estimated** ..... 2

**Real Property Rights Appraised** ..... 2

**Date of Valuation** ..... 2

**Highest & Best Use (Defined)** ..... 3

**Highest & Best Use (Estimate)** ..... 3

**Property Description:**

**Neighborhood Influences** ..... 4

**Site Descriptions** ..... 4

**Site Location Map** ..... 5

**Plot Plan** ..... 6

**Site Plan** ..... 7

**Deed Copies** ..... 8

**Cost Data** ..... 9

**Description of Improvements** ..... 10

**Site Accessories** ..... 11

**Exterior Building Sketch** ..... 14

**Floor Plan** ..... 15

**Nursing Home Appraisal Inspection Form** ..... 16

**Deficiency Report** ..... 35

**Machinery & Equipment Inventory** ..... 36

**Machinery & Equipment Groups** ..... 37

**Land Value by Comparison** ..... 38

**Comparable Market Data** ..... 41

**Cost Approach to Value:**

**Definition** ..... 50

**Preamble to Cost Approach** ..... 50

**Reproduction Cost Estimate** ..... 51

**Reproduction Cost Estimate - Main Structure** ..... 52

**Reproduction Cost Estimate - Machinery & Equipment** ..... 54

**Reproduction Cost Estimate - Site Accessories** ..... 54

**Summary of Reproduction Cost Estimate** ..... 56

**Accrued Depreciation (Explanation & Definition)** ..... 57

**TABLE OF CONTENTS - cont'd**

<b>Physical Deterioration (Curable)</b> .....	<b>59</b>
<b>Physical Deterioration (Incurable)</b> .....	<b>60</b>
<b>Functional Obsolescence (Curable)</b> .....	<b>61</b>
<b>Functional Obsolescence (Incurable)</b> .....	<b>62</b>
<b>Summary of Accrued Depreciation</b> .....	<b>63</b>
<b>Conclusion of Value</b> .....	<b>64</b>
<b>Subject Photo Index Location (Exterior)</b> .....	<b>65</b>
<b>Subject Photo Index Location (Interior)</b> .....	<b>66</b>
<b>Subject Photographic Coverage</b> .....	<b>67</b>
<b>Pertinent Facts &amp; Limiting Conditions</b> .....	<b>68</b>
<b>Qualifications of Appraiser:</b>	
<b>Joe D. Wingate, SRA, ASA</b> .....	<b>69</b>
<b>Certification</b> .....	<b>70</b>
<b>Sources</b> .....	<b>71</b>

**SUMMARY OF SALIENT FACTS & CONCLUSIONS**  
(Reflects ICF Only)

Total Reproduction Cost of All Improvements = \$ 2,261,906.20

Accrued Depreciation:

Physical Deterioration:

Curable \$ 0.00

Incurable \$ 0.00

Functional Obsolescence:

Curable \$ 350.00

Incurable \$ 498.36

Locational Obsolescence:

None Observed \$ 0.00

Total Net Accrued Depreciation = \$ 848.36

Total Present Depreciated Value of Improvements = \$ 2,261,057.84

Conclusion of Value:

Value of Land \$ 152,500.00

Value of Improvements \$ 2,261,100.00 (R)

CURRENT ESTIMATED VALUE OF SUBJECT PROPERTY  
AS IMPROVED AND PRESENTLY UTILIZED = \$ 2,413,600.00

## **PURPOSE & FUNCTION OF APPRAISAL**

The purpose of this report is to estimate the value of the real property and other special items of machinery and equipment associated with the actual present use of the property as a convalescent home.

The function of this report is to serve as a basic element in the establishment of an equitable base rate of reimbursement for patient care under various governmental subsidies.

## **DEFINITION OF VALUE TO BE ESTIMATED**

The result of the following analysis shall be the functional reproduction value of all buildings, building equipment, site improvements, and specialized machinery and equipment directly associated with the actual present use of the property; less accrued depreciation; plus the current market value of the land actually used or required for use based on the highest and best use of the land, as if vacant and available for development to such use.

## **REAL PROPERTY RIGHTS APPRAISED**

The real property rights involved in this value estimate are appraised as though free and clear of all liens and encumbrances. They are theoretically appraised as though absolute title is vested in the owner on the date of valuation.

## **DATE OF VALUATION**

**HIGHEST & BEST USE**

**(DEFINED)**

Highest and Best Use has been defined by the American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers as:

"That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal."

"Alternatively, that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in the highest land value." (Real Estate Appraisal Terminology, American Institute of Appraisers, and the Society of Real Estate Appraisers, 1975).

**HIGHEST & BEST USE**

**(ESTIMATE)**

The subject property is situated north from U.S. Route \_\_\_\_\_, along the south side of \_\_\_\_\_ Boulevard, approximately 0.50 mile east of \_\_\_\_\_ Road, adjacent to the \_\_\_\_\_ Subdivision. The adjacent area along \_\_\_\_\_ Boulevard is used for single-family residences. The frontage along U.S. Route \_\_\_\_\_ is primarily commercial in nature, including a neighborhood shopping center, an automobile dealership, churches, and office buildings. \_\_\_\_\_ County currently has no zoning or restrictions as to use. The whole neighborhood has access to public sewer, as well as electricity and telephone service. Natural gas is not available to this area.

Based on the adjacent development, it has been concluded that the Highest and Best Use for the subject property, as of the date of this appraisal, is in that of its present use as a nursing home or long-term care facility. This use appears to be in keeping with the neighborhood, compatible with the adjacent abutting properties, and consistent with land use trends throughout the area.



## PROPERTY DESCRIPTION

### NEIGHBORHOOD INFLUENCES:

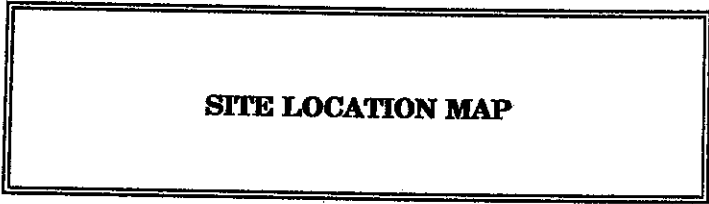
The subject property is located approximately 2.00 miles east from \_\_\_\_\_ and north of U.S. Route \_\_\_\_\_. It is adjacent to the \_\_\_\_\_ Subdivision, a single-family residential development. Dwellings in this area range from new to approximately 8 years in age, with values ranging from approximately \$60,000 to \$125,000. The immediate area is estimated to be approximately 75% developed. Just southwest from the subject, adjacent to U.S. Route \_\_\_\_\_, there is a new neighborhood shopping center which includes a Food Lion grocery store, a bank and restaurant, plus small retail shops. A General Motors dealership is located adjacent to U.S. Route \_\_\_\_\_, along the west side of \_\_\_\_\_ Road, and a new volunteer fire department is proposed at the corner of \_\_\_\_\_ Road and \_\_\_\_\_, approximately 0.50 mile west from the subject. Properties on the south side of U.S. Route \_\_\_\_\_ include a Latter Day Saints Worship Center, a 2-story office building, a Jehovah Witnesses Church, a used car lot and other small commercial endeavors, including a well driller, convenience stores, etc.

As stated elsewhere, the subject property and adjacent neighborhood has access to all utilities including public water, public sewer, electricity and telephone service.

### SITE DESCRIPTION

The subject tract contains an area of 5.00 acres fronting the south side of \_\_\_\_\_ Boulevard for a distance of 445.70 ft., with depths ranging from 761.48 ft. along the west line to 484.26 ft. along the east line, for an average depth of 622.87 ft. The elevation along \_\_\_\_\_ Boulevard is at an elevation of approximately 1,434 ft., sloping upward to the crest of the hill, and an elevation of approximately 1,454 ft., indicating a rise of 20 ft. This is the highest elevation point in the immediate area and provides a panoramic view of the neighborhood properties. Prior to improvement with the existing nursing home facility, the subject was used as part of a commercial apple orchard.

As explained elsewhere, the current use as a nursing home or long-term care facility is considered to be the highest and best use for the subject property.



**PLOT PLAN**

**SITE PLAN**

**COPY OF DEED**

**COST DATA**