

NURSING HOME APPRAISAL SERVICES CONTRACT

CONTRACT FOR SERVICES

This contractual agreement is entered into for a period of three (3) years beginning January 1, 2015 and ending December 31, 2017, between the State of Wisconsin as represented by the Department of Health Services (DHS), on behalf of the Division of Long Term Care (DLTC), whose principal business address is One West Wilson Street, Madison, WI 53703 herein referred to as *the State*, and Marshall & Stevens, Inc., whose principal business address is 125 S. Wacker Drive, Suite 850, Chicago, IL 60606 hereinafter referred to as *the Contractor*.

WHEREAS, the State deems it advisable to engage the professional services of the Contractor, and it appears that such services can be performed more economically under a contract;

WHEREAS, the Contractor has signified willingness to provide professional services to the State;

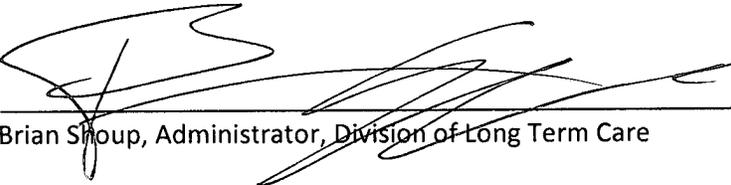
NOW, WHEREFORE, in consideration of the premises and of their mutual and dependent agreements, the parties hereto agree to terms and conditions set forth in the State's Request for Bid, RFB #S-0304 DLTC-14, entitled State of Wisconsin, Nursing Home Appraisals and other documents comprising the Contract.

This contract is complete and valid as of the above date.

By  ASA

David B. Koller, ASA

12/29/14
Date

By 

Brian Shoup, Administrator, Division of Long Term Care

12/9/14
Date

I. DEFINITIONS

Unless otherwise defined herein, the definition of any term requiring such can be found in the RFB or in the applicable law(s).

Contract: the collected documents describing the agreement between the parties, including the body of this Contract, the Statement of Work, the other attachments, the provisions of the RFB along with its amendments and its Questions and Answers documents as posted, the provisions of the Contractor's Technical and Cost Bid, as accepted by the State, and any written clarifications thereof, and any other documents incorporated by reference into this Contract as if fully set forth herein.

Days: calendar days, unless otherwise noted.

RFB: the Request for Bid and all Attachments thereto, as issued by the State under the title of RFB S-0304 DLTC-14 and clarified and amended throughout the procurement process.

Statement of Work: the most recent version of Attachment A, containing the work requirements under this Contract.

II. GENERAL

A. The Contractor will provide the services hereinafter set forth in accordance with the recognized professional standards in the industry and in accordance with all terms and conditions specified in the Contract. In addition, the State and Contractor agree that within 21 days of the beginning of this contract the Statement of Work will be revised to incorporate the parties' agreement regarding all items discussed in **Remaining Negotiated Items** in the Statement of Work and further discussed in Section 4.4.2 of the Request for Bids.

B. Assignment and Acquisition

The Contractor may not assign or transfer this Contract or any of its rights hereunder or delegate any of its duties and obligations hereunder without the prior written consent of the State, which will not be unreasonably denied or delayed. Any attempted assignment, transfer or delegation in contravention of this section of the Contract will be null and void. The terms assignment and transfer shall not include the sale or other transfer of the stock or assets of a publicly traded company.

The Contractor will notify the State of any merger or acquisition that the Contractor determines will affect its ability to provide any of its duties and obligations under this Contract.

C. Authority

The Contractor has no authority to bind, obligate, or commit the State by any representation or promise without the prior written approval of the State. Likewise, the State has no authority to bind, obligate, or commit the Contractor by any representation or promise without the prior written approval of the Contractor.

D. Authorization

Both the Contractor and the State have full power and authority to enter into and perform their respective duties and obligations under this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract and to bind each party to each and every one of the terms and conditions set forth herein as well as to ensure that each party has all required legal right and power to perform all acts called for by this Contract in Wisconsin and elsewhere.

The Contractor will notify the State in writing of any changes in the person or persons authorized to sign amendments to the Contract on behalf of the Contractor.

E. Binding Effect

Each party agrees that this Contract binds it and each of its officers, employees, agents, independent contractors, and representatives.

F. Choice of Law

The Contractor agrees to be bound by the laws of the State of Wisconsin and to bring any legal proceedings arising under the Agreement in a court of the State of Wisconsin. For the purpose of Federal jurisdiction, in any action in which the State of Wisconsin is a party, venue shall be in the United States Western District Court for the State of Wisconsin.

G. Conflicts Among Documents; Order of Precedence

In the event that there is a conflict in the requirements laid out by the various documents that inform this Contract, the following order of precedence will apply:

- Federal laws, regulations and policies, as amended;
- State laws, regulations and policies, as amended;

- Statement of Work
- The terms and conditions in the body of this Contract, including all attachments and incorporations, as amended;
- RFB Question and Answer documents as posted;
- The RFB and Attachments, as amended;
- The Contractor's response to the RFB, including the Cost Bid, as accepted.

A higher-order document will supersede a lower-order document to the extent necessary to resolve any inconsistencies. An inconsistency does not exist solely because a higher-order document is silent on a matter that is addressed in a lower-order document.

H. Cooperation of Parties and Dispute Resolution Process

The parties agree to act in good faith to fully cooperate with each other in connection with the performance of their respective duties and obligations under this Contract.

When a material dispute involving neither the payment provisions of this Contract nor any matter that causes or creates significant potential financial losses or liability for the other party arises, the sole and exclusive method available to the parties of resolving such dispute is for either party to request a review by the Administrator of the State's Division of Health Care Access and Accountability. If this review does not result in the satisfactory resolution of the dispute, either party may request a review with the Deputy Secretary of DHS.

The parties will also use the process described above for the resolution of any dispute regarding the payment provisions of this Contract or for any matter that causes or creates significant potential financial losses or liability for the other party. However, if the parties are unable to resolve such a dispute to their mutual satisfaction, both parties will have available to them all rights and remedies that exist under this Contract and applicable Federal and State laws and regulations, including without limitation the right to litigate the dispute in any court of competent jurisdiction.

The existence of a dispute notwithstanding, both parties agree to continue without delay to carry out all of the respective duties and obligations under this Contract that are not affected by the dispute. The Contractor further agrees to abide by the interpretation of the State's Contract Administrator regarding the matter in dispute, pending final determination.

I. Legal Relations

1. The Contractor will at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.
2. To the extent afforded by Wisconsin statutes, each party will indemnify and save harmless the other party and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Contractor, or of any of its contractors, in performing work under this agreement.
3. The Contractor will be acting in its independent capacity and not as an employee of the State. Contractor shall not be deemed or construed to be an employee of the State for any purpose whatsoever.

J. Review

The Contract Administrator and liaison from the State will be Grant Cummings, of the Division of Long Term Care (DLTC), who will represent the State's interest in coordinating the Contractor's provision of services as outlined in the contract.

1. The Contract Administrator will issue written specifications and instructions as may be necessary for the Contractor to carry out its obligations with respect to the scope of work under this contract and the contractor's performance thereof.
2. The Contract Administrator will periodically evaluate the Contractor's performance under this contract. The Contractor shall promptly undertake such improvements and corrections identified in the Contract Administrator's periodic evaluations as may be reasonably necessary to correct any deficiency.
3. The contract monitor will be Jane Gottwald, of the Division of Long Term Care (DLTC). For the purposes of daily communications and the informal discussion of questions and problems, this contract monitor will serve as the principal contact person for the Contractor.

K. Termination of Agreement

This Agreement shall be subject to termination under any of the following conditions.

1. Mutual Agreement. The contracting parties mutually agree in writing to termination.
2. Default by Contractor. The State may, by 30 days prior written notice, terminate this Agreement if the Contractor materially fails to perform contract services within the time specified or any extension thereof. In the event of such termination, the State may procure or furnish services similar to those so terminated, and the Contractor shall compensate the State for any incremental costs, including costs of labor, reasonably incurred by the State in obtaining and reimbursing for such services.
3. Termination in the Interest of the State. The State may, by 30 days prior written notice, terminate performance of work under this Agreement when it is in the best interest of the State to do so. In the event of such termination, only facilities that had on-site evaluations completed as of the date of termination shall be liable for payment to the Contractor for these services.

L. Reports

All material produced under this Agreement shall remain property of the State. Use of same by the Contractor shall be only with the advance written permission of the State.

M. Right to Publish

The Contractor will be allowed to write and have such writing published provided the Contractor has written approval from the State before publishing writings on subjects associated with the work under this contract.

N. Examination of Records

The Contractor agrees that the State will have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of the Contractor, involving transactions relating to this contract. Such material will be retained for three years by the Contractor following completion of the contract.

O. Force Majeure

The Contractor shall be excused from performance hereunder for any period that it is prevented from providing, arranging for, or paying for services arising out of causes

beyond the control and without fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, strikes by other than the Contractor's employees, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and through no fault or negligence of, the Contractor.

P. Headings

The headings throughout this Contract are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Contract.

Q. Hiring of Employees

The Contractor will not, for purposes of providing services under this Contract, knowingly engage (as a full-time, part-time or other member of the professional staff) any persons who are or have been at any time during the term of this Contract in the employ of the State without the prior written approval of the State, which will not be unreasonably denied or delayed. Likewise, the State will not, for purposes of providing services under this Contract, knowingly engage (as a full-time, part-time or other member of the professional staff) any persons who are or have been at any time during the term of this Contract in the employ of the Contractor without the prior written approval of the Contractor, which will not be unreasonably denied or delayed.

R. Continuance of Contract

As required by Wisconsin State Statutes, this Agreement must include the following provision: continuance of this contract beyond the limits of funds available shall be contingent upon appropriations of the necessary funds, and the termination of this contract for lack of appropriations shall be without penalty.

S. Compliance with Applicable Laws and Policies

1. General

The Contractor and its subcontractors shall comply with all applicable Federal and State laws and State policies and standards that are in effect during the term of this Contract and that in any manner affect the work performed.

2. Drug-Free Workplace

The Federal government implemented the Drug Free Workplace Act of 1988 all Federal grantees agree that they will provide a drug-free workplace as a precondition of receiving a contract or grant. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. Must publish or give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place and specify the actions that will be taken against employees who violate the policy.
- b. Must establish a drug-free awareness program to make employees aware of the dangers of drug abuse in the workplace; the policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and penalties that may be imposed upon employees for drug abuse violations.
- c. Must notify employees that a condition of employment on a Federal contract or grant, the employee must; abide by the terms of the policy statement and notify the employer within five calendar days, if he/she is convicted of a criminal drug violation in the workplace.
- d. Must notify the contracting or granting agency within ten days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
- e. Must impose a penalty on / or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
- f. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.
- g. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.

3. Equal Employment Opportunity

As directed per Federal Executive Order 11246 and amended by Executive Order 11375 and as supplemented by the Department of Labor Regulations (41 CFR

Part 60): the Executive Order prohibits federal contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex or national origin. This Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. (<http://www.dol.gov/compliance/laws/comp-eeo.htm>)

4. Americans with Disabilities

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

5. Affirmative Action Plan

As required by Wisconsin's Contract Compliance Law (s. 16.765, Wis. Stats.), every Contractor contracting with the State must agree to equal employment and affirmative action policies and practices in its employment programs. The Contractor must submit an Affirmative Action Plan within fifteen (15) working days of the signed Contract. Exemptions exist, and are noted in the Instructions for Vendors posted on the following website:

<http://vendornet.state.wi.us/vendornet/contract/contcom.asp>.

The Contractor must submit electronically its affirmative Action plan or request for exemption from filing an affirmative action plan in accordance to the Wisconsin Office of Contract to:

Department of Health Services, Division of Enterprise Services
Bureau of Strategic Sourcing
Affirmative Action Plan/CRC Coordinator
Email: DHSAAPlan@dhs.wisconsin.gov

Compliance with the requirements of the AA Plan will be monitored by the DHS Office of Affirmative Action and Civil Rights Compliance.

6. Civil Rights Compliance (CRC)

All primary recipients and sub-recipients of DHS must file a new Civil Rights Compliance Letter of Assurance (CRC LOA) for the compliance period of 2014 – 2017 regardless of the number of employees and the amount of the funding received. Primary recipients and sub-recipients with 50 or more employees and who receive over \$50,000 in funding must complete a Civil Rights Compliance

Plan (CRC Plan). The CRC Plan should not be sent to the state department, but must be submitted upon request or available for review during an on-site monitoring visit. Complete Instructions and Templates for CRC Letter of Assurance and CRC Plans can be located at the following link:

<http://www.dhs.wisconsin.gov/Publications/PO/p00164.pdf> (717KB)

For technical assistance on all aspects of the Civil Rights Compliance, the Contractor is to contact the DHS' AA/CRC Office.

All Contractors must comply with the CRC Plan requirements within fifteen (15) working days of the award date of the agreement or contract in accordance with the procedures outline on the following website:

<http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>. Submit Letter of Assurance electronically to Email: DHSAAPlan@dhs.wisconsin.gov

Failure to comply with the provisions may result in the following consequences:

- a. termination of this Contract;
- b. designation of the Contractor as "ineligible" for future consideration as a responsible qualified bidder or proposer for State contracts;
- c. Withholding of payment(s) due under the Contract until the Contractor is in compliance.

III. SCOPE OF SERVICES

The scope of services is outlined in the Statement of Work, the terms and conditions of the State's Request for Bid, RFB S-0304 DLTC-14 dated, September 16, 2014, and other Contract documents.

IV. TIME, COST AND ADMINISTRATION

- A. The total cost of this Agreement is not to exceed \$314.19 for each on-site evaluation that shall be performed in the three-year cycle as delegated by the State. There are additional provisions to increase or decrease the number of on-site evaluations in accordance with the aforementioned Contract documents. Costs in excess of the maximum unit price will not be reimbursed unless there is a prior, written amendment to this Agreement signed by both parties.
- B. Payment to the Contractor for services is the responsibility of the individual nursing homes. Homes should be invoiced at the uniform amount of \$314.19. Nursing Homes shall be given 30 days to pay after receipt of their evaluation and invoice.
- C. Contractor compensation is not contingent in any way upon conclusions of value.

- D. The State will not hold the Contractor accountable for measurements or appraisals completed under the previous bid.
- E. The State assumes no liability for non-payment by Nursing homes for evaluations completed under this Agreement.

V. STOP AND CORRECT

A. Stop Services

In addition to its other remedies, the State has the right at any time to order that the services of the Contractor or any of its subcontractors be fully or partially stopped, if, in the reasonable judgment of the State, the services fail to comply with the terms and conditions, including without limitation the performance requirements in the RFB. The Contractor will receive from the State advance written notice of the reasons for the order and a description of the actions that must be taken in order to correct the noncompliance.

B. Correction

If the State determines that a noncompliance by the Contractor with any term or provision of this Contract is occurring, it has the right to demand immediate correction while permitting the Contractor to continue to provide services under this Contract. The Contractor will, without additional cost to the State, correct or revise all errors or deficiencies in any Contract work.

In addition, if the Contractor fails to commence such correction and diligently prosecute the same to completion, the State may directly or through another contractor, correct any noncompliance without prejudice to any other remedy it may have. The Contractor will directly reimburse the State for all reasonable and necessary costs incurred by the State, including procurement-related costs to correct such noncompliance, or the State may deduct these costs from payment otherwise due the Contractor.

ATTACHMENT A
STATEMENT OF WORK

CONTRACTOR's Duties.

Orientation. Payment shall be made for accepted appraisals only. Therefore, it is in the interest of both the STATE and the CONTRACTOR to ensure that appraisals are completed with a minimum of re-work or correction.

Accordingly, the CONTRACTOR will complete the following preparatory activities to the STATE's satisfaction:

1. Orientation Session
 - a. To be held in January, 2015. Date to be communicated by the STATE a minimum of two weeks in advance.
 - b. The CONTRACTOR is to complete this orientation prior to starting any appraisals.
 - c. The CONTRACTOR's Project Director and all staff who will be completing appraisals must attend in person, unless the STATE determines that teleconferencing is a preferable alternative.
 - d. Orientation will be held at 1 West Wilson St., Madison, WI 53703, unless otherwise communicated.
 - e. Subject of the orientation will be an explanation of the variables used for appraisals, how the appraisals will be completed, an explanation of some examples of past appraisal reports, and a description of the appraisal payment process.
 - f. The CONTRACTOR may not charge the STATE for costs arising from attendance at, and completion of, the orientation session.
2. Review Appraisals
 - a. Following the Orientation Session, the CONTRACTOR will complete an initial group of 12 "Review Appraisals" in early 2015, which will be shared with the Medicaid Auditors for review. The STATE will use the Review Appraisals as the basis for providing feedback to the CONTRACTOR.
 - b. Accepted Review Appraisals will be reimbursed at the contract rate.
 - c. Once all 12 Review Appraisals have been accepted, the CONTRACTOR will proceed in completing the rest of the appraisals per the schedule included as Attachment B.
3. Supplemental Reviews
 - a. To be determined by the STATE, based on CONTRACTOR performance.
 - b. The form of the Supplemental Review and required attendees to be determined by the STATE, based on CONTRACTOR performance.
 - c. Irrespective of this provision, the "STOP and CORRECT" sections of this contract remain in force and may be considered in addition to Supplemental Reviews, based on CONTRACTOR performance.

- d. The CONTRACTOR may not charge the STATE for costs arising from Supplemental Reviews, nor from any activity required under the STOP and CORRECT provisions.

Staffing. The CONTRACTOR will:

1. Employ the following key staff, at a minimum:
 - a. Contract Manager/Project Team Leader to liaise between the CONTRACTOR and the STATE, be responsible for quality control of all appraisals, and the timely completion of the appraisal team's work throughout the duration of the contract.
 - i. Contract Manager/Project Team Leader must have at least three years of experience in commercial property appraisal or access to corporate expertise within the business model of the CONTRACTOR.
 - b. A contact person who will be available to consult with STATE personnel during normal working hours (8:00-4:30 Central Time, Monday - Friday), for ongoing communication and resolution of day-to-day questions.
 - i. The contact person may be the Contract Manager/Project Team Leader or another employee of the CONTRACTOR.
2. Not enter into a contract with a subcontractor to perform duties under this contract without prior written approval from the STATE. If approved, any and all subcontracted staff must meet all requirements described in this contract.
3. Employ an officer within the CONTRACTOR's firm who is a member of a nationally recognized society of appraisers.
4. Acknowledge the STATE's right to require reassignment of the CONTRACTOR's employees, as the STATE deems necessary, for reasons including, but not limited to, incompetence, carelessness, disruptive or otherwise objectionable behavior.

Provider Outreach. The CONTRACTOR will:

1. In each year of the contract, communicate with providers of facilities that will receive an in-person appraisal in that year and schedule a time to conduct the appraisal.
2. Send a copy of all reports and corrections to the pertinent Nursing home provider.
3. Transmit final reports to the evaluated Nursing homes via e-mail. This transmittal shall include a copy of the STATE's approval letter and a copy of the Evaluation Appeal Protocol Form (Attachment F of Request for Bid S-0304 DLTC-14) to contest the information contained in the final report.

Appraisal Duties. The CONTRACTOR will:

1. Perform on-site appraisals of the Nursing homes listed in Attachment B of this contract for appraisal calendar years 2015, 2016, and 2017.
2. Perform on-site appraisals of additional homes as necessary in order to recognize completion of significant remodeling projects, additions to the home, or any new facilities added since the last on-site appraisal. This may increase the total number of homes to be evaluated in calendar years 2015, 2016, and 2017.

3. Use the Marshall & Swift Commercial Building Valuation System to compute the un-depreciated and depreciated replacement costs of each section of each nursing home using the values determined for the variables in **Information Used in Appraisals** in this contract, and the BVS – Commercial default Nursing home model values for all other variables.
4. Follow the BVS – Commercial Reference Guide in determining all of the variables to be included in the appraisal of Nursing homes under this contract.
5. Rerun BVS – Commercial each year on all homes that are not appraised in that calendar year using the most recent appraisal, at no additional cost.
6. Follow the Appraisal Worksheets and Special Instructions provided by the STATE, which will identify which buildings/components to appraise and any additional measurements needed.
7. Provide a separate valuation of BVS – Commercial variables for each section of a Nursing home. A "section" is a completed building unit or addition that was designed and constructed as a single project with a uniform construction type as defined in the BVS – Commercial Reference Guide. Basements are considered separate sections. Each section will be uniquely identified through its POP ID# as provided by the STATE and a section number assigned by the appraiser as prescribed under **Information Used in Appraisal** in this contract.
8. Identify the square footage of all additional shared areas, vacant spaces, or non-nursing home areas discovered during the evaluation process on the Appraisal Worksheet provided by the STATE. All shared areas, vacant spaces, or non-nursing home areas shall also be identified on each Nursing home floor plan as well as by the section in which they are located.
9. Use the depreciation percentages automatically calculated by BVS – Commercial in all cases. In no instance should the CONTRACTOR override the depreciation percentage calculated by BVS – Commercial.
10. Work with the STATE in developing written guidelines for determining which outbuildings shall be included for valuation and which shall be considered land improvements.
11. Maintain a quality control system in keeping with the guidelines and requirements outlined in this contract for ensuring the accuracy, timeliness, and the quality of service provided.
12. Work with the STATE in developing methods for evaluating construction quality, building effective age, and the building condition of sections which are consistent with the BVS – Commercial Reference Guide, within reasonable limits. An objective and quantitative methodology should be utilized to determine effective age.
13. Not rate the building condition of any Nursing home above "good".
14. Develop with the STATE criteria to attempt to compensate Nursing home providers in those instances when the value of the whole facility is determined to be less than the value of its individual sections.
15. Exclude land values as a component of the appraisals.
16. Exclude site improvements such as landscaping, parking lots, and exterior lighting as components of the appraisals.
17. Not use the BVS – Commercial variables "miscellaneous additional features," "equipment," "building items and site improvements," or "user adjustment factors"

unless these variables were used for an individual facility in the last full appraisal done for the STATE under the prior contract. These additions should be removed if they no longer apply to the facility.

Written Justification. The CONTRACTOR will provide written justification when:

1. The CONTRACTOR determines that construction quality, building effective age, or building condition of a section deviates outside of the range negotiated between the CONTRACTOR and the STATE.
2. Any buildings or sections are excluded because they provide no Nursing home function (e.g., administrator's residence).
3. The CONTRACTOR uses a BVS – Commercial model other than the Nursing home model for those sections that are:
 - a. primarily non-Nursing home
 - b. originally non-Nursing home
 - c. outbuildings with specific functions other than Nursing home.
4. Differentiating between basement types and how, within BVS – Commercial, to value a basement with interior of the same quality as the floor above.
5. Determining how and if to evaluate crawl space and tunnels.
6. Determining the number of stories versus basement for homes built on a hillside.
7. Determining the number of stories when the top floor is only a cupola or penthouse.
8. Determining which outbuildings shall be included for valuation and which shall be considered land improvements based on the guidelines required under this contract.
9. Requested by the STATE.

Information Used in Appraisals. The CONTRACTOR will provide the following variables, in accordance with the BVS – Commercial Reference Guide, without exception, to evaluate the un-depreciated and depreciated replacement costs of sections of Nursing home facilities using the BVS-Commercial system:

1. Policy Number – POP ID# as indicated on Attachment B of this contract
3. Property Owner – Name of Nursing home
- 4-6. Address
7. Zip Code
15. Section Number – assign lowest number to oldest sections and have basements immediately follow the section they are beneath.
16. Occupancy –primarily nursing home or basement
17. Construction Classification
18. Number of Stories
19. Gross Floor Area – shall be the determination of the exterior dimensions of all interior areas including stairwells of each floor. Specifically excluded are areas such as outdoor patios, covered walkways, and carports. In addition to the BVS – Commercial variables, square footage measurements shall be reported for (a) non-Nursing home areas; (b) shared service areas by type of service; and (c) revenue-generating areas. Shared area measurements as well as the measurements of non-nursing home and vacant areas should

include adjacent hallways and stairways if applicable. If the shared area has common hallways and stairs with other non-shared areas, the stairs and hallways should be prorated between the adjacent areas in proportion to the total square feet of each area sharing the common hallways and stairs. This proration of hallways and stairs is only done to assign that space for the gross measurements of shared, vacant and non-nursing home areas. Once the gross square footage of these areas is determined, including adjacent hallways and stairways, no allocation of any of the gross shared area square footages to the nursing home is required of the appraiser. The STATE shall provide a listing of known-shared areas by facility. In many cases only the measurements, and not the valuations, of shared areas are required, but the final report must clearly identify the location of the shared areas and whether or not they were part of a section that was valued. In certain instances, the CONTRACTOR may be required to contact the STATE's Medicaid Auditor prior to the on-site visit for additional information. In addition, the CONTRACTOR shall attempt to identify any other shared areas not previously identified by the Medicaid Auditor.

20. Construction Quality

21. Year Built

22. Building Effective Age

23. Building Condition

24. Depreciation Percent

25. Exterior Wall Material

27. Total Perimeter – common walls between sections are to be excluded from both

28. Average Story Height

31. Heating System

32. Cooling System

34. Passenger Elevators – actual number

35. Freight Elevators – actual number

36. Sprinkler System – percent of gross area served

37. Manual Fire Alarm System – percent of gross area served

38. Automatic Fire Detection – percent of gross area served

Duties upon Provider Appeal. The CONTRACTOR will:

1. Meet with STATE staff and determine if a re-evaluation is necessary.
2. Testify at any administrative hearings under Chapter 227 of the Wisconsin Statutes, if any Medicaid certified Nursing home provider contests the property reimbursement resulting from the CONTRACTOR's on-site property appraisal. The CONTRACTOR's representation at such hearings shall be at no additional cost.

Communications with and Reports to State. The CONTRACTOR will:

1. Provide draft reports upon completion of each on-site evaluation:

- a. Send a draft report to the STATE no later than two weeks after each Medicaid certified Nursing home on-site evaluation.
 - b. Each report shall include the un-depreciated and depreciated replacement cost as calculated by BVS-Commercial using only the variables specified in this contract.
 - c. A separate report is required for each section of the facility.
 - d. The report for each section shall include the number of licensed beds as provided by the Nursing home during the on-site inspection.
 - e. If a section has no beds, the report must specify its function.
 - f. The reports will include the interior square footage amounts for non-Nursing areas, shared service areas, and revenue generating areas as specified in this contract.
 - g. The vendor shall include a copy of the completed Appraisal Worksheet.
 - h. Submit all draft reports electronically.
2. Work with the STATE's Medicaid Auditors to resolve any issues the Medicaid Auditor may have with the reports submitted by the CONTRACTOR.
 3. Accommodate all corrections to the draft report required by the STATE and return a corrected draft appraisal within two weeks of receiving a correction letter from the STATE regarding an appraisal.
 4. Upon receiving an approval letter from the STATE for a report, provide a final report to the STATE. In addition to the information provided in a draft report, a final report shall:
 - a. Include a summary sheet stating the total undepreciated replacement cost, the total depreciated replacement cost, the total number of licensed beds as provided by the Nursing home, and the total number of sections as determined by the on-site appraiser.
 - b. Meet the formatting requirements agreed upon through negotiation by the STATE and the CONTRACTOR.
 - c. Include copies of PC compatible compact disks or flash drives containing the evaluation and data.
 - d. Electronic copies of the updates will be sent to the STATE.
 - e. Media, form, and exact electronic address will be negotiated by the CONTRACTOR and the STATE.
 - f. Submit all final reports for on-site appraisals by June 30th in each year of the appraisal contract.
 5. Submit completed evaluation reports by June 30th in years 2015, 2016, and 2017 for those Nursing homes not receiving an on-site evaluation in that year of the contract, by using data from the most recent on-site evaluations to rerun BVS – Commercial.
 6. Relinquish all rights to all reports and supporting property evaluation worksheets to the STATE upon completion of each on-site evaluation.

Additional Requirements. The CONTRACTOR will:

1. Obtain access to the Marshall & Swift Commercial Building Valuation System to calculate un-depreciated and depreciated replacement costs.

Billing. The CONTRACTOR will:

1. Invoice a facility for the amount specified in this contract only after it has received an approval letter from the STATE for the appraisal report of that facility.
2. Notify the STATE once the CONTRACTOR receives payment from a Nursing home provider.
3. Notify the STATE if a facility is late in paying the invoice.

State's Duties.

1. **STATE Contract Administrator.** The STATE will designate a STATE Contract Administrator, to liaise between the CONTRACTOR and the STATE.
 - a. The STATE Contract Administrator will monitor the CONTRACTOR's performance under this contract;
2. The STATE will:
 - a. Provide a listing of those homes requiring reevaluations, and/or any changes to each year's listing of homes as necessary.
 - b. Not increase the number of homes to receive on-site evaluations in a single contract year by more than 20 Nursing homes.
 - c. During the month of December in years 2014, 2015, and 2016, the STATE will provide a general notice to the CONTRACTOR and Nursing home providers designated for property appraisals in years 2015, 2016, and 2017 of the contract. For the 2015 appraisals, the STATE will also designate 12 Review Appraisals that need to be completed and accepted before the rest of the appraisals are completed.
 - d. Accept draft appraisal reports from the CONTRACTOR and disseminate them to the appropriate STATE staff for approval.
 - e. Send the CONTRACTOR an approval letter if the appraisal report is approved and a correction letter if the appraisal report is not approved. Approval and correction letters will be sent electronically.
 - f. Furnish the CONTRACTOR with an Appraisal Worksheet, along with Special Instructions, which will identify the buildings and components to be appraised. The Appraisal Worksheet will also identify any additional measurements needed and whether they are inside or outside of the building(s) to be appraised. Copies of the worksheets for year 2015 will be available for inspection by the awarded vendor prior to appraisal. Appraisal worksheets and instructions for on-site evaluations designated for years two and three of the contract will be available when fieldwork begins in years 2016 and 2017.
 - g. Furnish the CONTRACTOR with copies of appraisals from prior years.
 - h. Not hold the CONTRACTOR accountable for measurements or appraisals completed under the previous bid.
 - i. Work with the CONTRACTOR in developing methods for evaluating construction quality, building effective age, and the building condition of sections which are consistent with the BVS – Commercial Reference Guide, within reasonable limits. No Nursing home should have its building condition

rated above "good". An objective and quantitative methodology should be utilized to determine effective age.

- j. Develop with the CONTRACTOR criteria to attempt to compensate Nursing home providers in those instances when the value of the whole facility is determined to be less than the value of its individual sections.
3. Upon Provider Appeal. The STATE will:
 - a. Meet with the CONTRACTOR's Project Director to determine if a re-evaluation is necessary in cases where an Administrative Hearing under Chapter 227 of the Wisconsin Statutes is requested.
 - b. Provide copies of the latest available evaluation reports, at the request of the CONTRACTOR.
 4. Facility Late in Paying Invoice. The STATE will:
 - a. Contact the facility with information regarding payment due to the CONTRACTOR and/or penalties for non-compliance.
 5. Orientation. The STATE will:
 - a. Notify the CONTRACTOR at least two weeks prior to holding the Orientation and Supplemental Trainings the CONTRACTOR is required to attend under this contract.
 - b. Provide feedback to the CONTRACTOR within two weeks after receiving appraisals the CONTRACTOR completes during the Training Period required of the CONTRACTOR under this contract.

Remaining Negotiated Items. The CONTRACTOR and the STATE will agree within 21 days of the beginning of this contract to the terms for the following items, and once agreed upon will revise the Statement of Work accordingly:

1. Written guidelines for determining which outbuildings shall be included for valuation and which shall be considered land improvements.
2. Methods for evaluating construction quality, building effective age, and the building condition of sections which are consistent with the BVS – Commercial Reference Guide, within reasonable limits. An objective and quantitative methodology should be utilized to determine effective age.
3. Criteria to attempt to compensate Nursing home providers in those instances when the value of the whole facility is determined to be less than the value of its individual sections.
4. Formatting requirements for final evaluation reports. To be completed prior to any on-site evaluations.
5. Media, form, and exact electronic address by which the CONTRACTOR will send final evaluation reports to the STATE.

State's Contract Administrator

The STATE's Contract Administrator for this Contract is the individual identified below or his/her successor. The STATE's Contract Administrator, or his/her successor, will monitor the CONTRACTOR's performance and certify acceptance on each invoice submitted for payment.

Name: Grant Cummings

Title: Budget and Policy Analyst

Address: Bureau of Long Term Care Financing
Division of Long Term Care
Wisconsin Department of Health Services
1 West Wilson St.
Madison, WI 53703

Telephone: (608) 267-8811

Fax: (608) 264-7720

E-mail Address: GrantR.Cummings@dhs.wisconsin.gov

CONTRACTOR's Project Manager

The CONTRACTOR's Project Manager for this Contract is:

Name:

Title:

Address:

Telephone:

Fax:

E-mail Address:

The CONTRACTOR agrees to notify the STATE within thirty (30) calendar days if the CONTRACTOR's Project Manager changes at any time during this Contract.

MARSHALL

STEVENS

**State of Wisconsin
Nursing Home Appraisal**

October 8, 2014

RFP: S-0304 DLTC-14

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BIDS MUST BE SEALED & ADDRESSED TO:

AGENCY ADDRESS:

BID S-0304 DLTC-14

REQUEST FOR BID
THIS IS NOT AN ORDER

BIDDER (Name and Address)
 Marshall & Stevens Incorporated
 125 S. Wacker Drive, Suite 850
 Chicago, IL 60606

Remove from bidder list for this commodity/service. (Return this page only.)

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid #

Late bids will be rejected. Bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid is due. Bids dated and time stamped in another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of a bid by the purchasing office. Any bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included with sample packages or other bids. Bid openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Bidder should contact the person named below for an appointment to view the bid record. Bids shall be firm for acceptance for sixty (60) days from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Bids MUST be in this office no later than

10/08/14

Name (Contact for further information)

David Koller, ASA

Phone

(312) 223-8477

Date

10/6/14

Quote Price and Delivery FOB

\$116,250

Fax bids are accepted

Fax bids are not accepted

Item No.	Quantity and Unit	Description	Price Per Unit	Total
	370	370 Nursing Home Appraisals	\$314.19	\$116,250.00

Payment Terms

Delivery Time

We claim minority bidder preference [Wis. Stats. s. 16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53703, (608) 267-9550. Does Not Apply to Printing Bids.

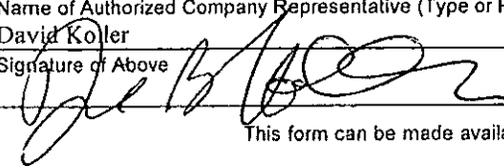
We claim disabled veteran owned business bidder preference [Wis. Stats. s. 16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Disabled Veteran Owned Businesses. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53703, (608) 267-9550. Does Not Apply to Printing Bids.

We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-5462.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States. Yes No Unknown

In signing this bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our bid.

Name of Authorized Company Representative (Type or Print) David Koller	Title Director	Phone (312)223-8477	Fax (312)346-2107
Signature of Above 	Date 10/08/14	Email: dkoller@marshall-stevens.com	

This form can be made available in alternate formats to individuals with disabilities upon request.

Nursing Home Appraisals

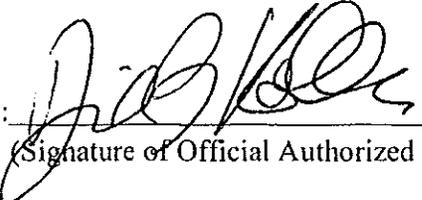
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 2 CFR Part 180, and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, applicant should provide a written explanation as to why within the Transmittal Letter.

The applicant further agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In-eligibility, and Voluntary Exclusion-Lower Tier Covered Transaction" provided in Appendix B to 2 CFR Part 180 in all lower-tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower-tier covered transactions.

By:  ASA
(Signature of Official Authorized to Sign Application)

Date: 10/2/14

For: Marshall + Stevens Inc.
Name of Vendor

DUNS Number: _____
Dun & Bradstreet *if applicable*

Vendor Information

1. BIDDING / PROPOSING COMPANY NAME Marshall & Stevens Incorporated
Phone (312) 223-8477 Toll Free Phone (800) 756-0421
FAX (312) 346-2107 E-Mail Address dkoller@marshall-stevens.com
Address 125 S. Wacker Drive, Suite 850
City Chicago State IL Zip + 4 60606

2. Name the person to contact for questions concerning this bid / proposal.

Name David Koller Title Director
Phone (312) 223-8477 Toll Free Phone (800) 756-0421
FAX (312) 346-2107 E-Mail Address dkoller@marshall-stevens.com
Address 125 S. Wacker Drive, Suite 850
City Chicago State IL Zip + 4 606096

3. Any vendor awarded over \$25,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.

Name Marilyn Long Title Human Resource Director
Phone (213) 612-8000 Toll Free Phone (800) 756-0411
FAX (213) 612-8010 E-Mail Address mlong@marshall-stevens.com
Address 601 S. Figueroa St., Suite 2301
City Los Angeles State CA Zip + 4 90017

4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.

Name David Koller Title Director
Phone (312) 223-8477 Toll Free Phone (800) 756-0421
FAX (312) 346-2107 E-Mail Address dkoller@marshall-stevens.com
Address 125 S. Wacker Drive, Suite 850
City Chicago State IL Zip + 4 60606

5. CEO / President Name Mark Santarsiero



Vendor Agreement
Wisconsin's Cooperative Purchasing Service

Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis.Stats.

Interested municipalities:

- will contact the contractor directly to place orders referencing the state agency contract number; and
- are responsible for receipt, acceptance, inspection of commodities directly from the contractor, and making payment directly to the contractor.

The State of Wisconsin is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

The State of Wisconsin will determine the contractor's participation by checking a box below.

MANDATORY: Bidders/Proposers must agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. Vendors should note any special conditions below.

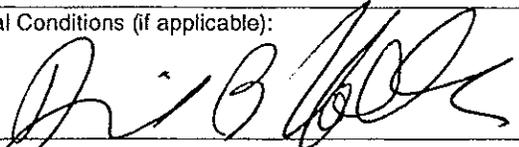
OPTIONAL: Bidders/Proposers may or may not agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. A vendor's decision on participating in this service has no effect on awarding this contract.

A vendor in the service may specify minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas, or other minimal changes for municipalities.

Vendor: please check one of the following boxes in response.

I Agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.

I Do Not Agree to furnish the commodities or services to Wisconsin municipalities.

Special Conditions (if applicable): None			
Signature 		Date (mm/dd/ccyy)	
		10/08/14	
Name (Type or Print)		Title	
David Koller, ASA		Director	
Company		Telephone	
Marshall & Stevens Incorporated		(312) 223-8477	
Address (Street)	City	State	ZIP + 4
125 S. Wacker Drive, Suite 850	Chicago	IL	60606
Commodity/Service		Request for Bid/Proposal Number	
Appraisals		S-0304-DLTC-14	

Nursing Home Appraisals

5 COST SUBMISSION

The total bid price will represent an all-inclusive bid for all costs associated with this contract and all costs to perform the requirements enumerated in the RFB.

Instructions: Insert the name of the bidder below:

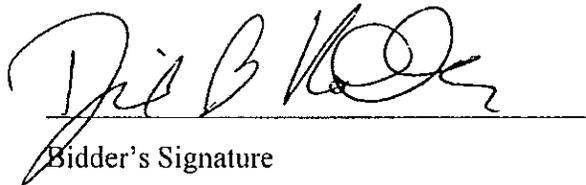
Name: Marshall + Stevens Incorporated.

Total homes to be appraised: 370

Instructions: Complete Column A and Column C.

Column B is the Fixed Price per Home bid for this RFB. This amount is only allowed to be carried to two decimal points. Column C is the sum of the amount in Column A multiplied by the number of homes to be appraised (370) bid for this RFB in Column B. The amount listed in Column C is the amount that will be considered the official bid amount for this RFB

Column A	Column B	Column C
Fixed Price Per Home	Quantity	Total Cost
\$314.19	370	\$116,250


Bidder's Signature

10-6-14
Date

NOTE: No other costs, including but not limited to other direct, indirect, allocated, travel, or incidental expenses may be proposed or charged to the ensuing contract. Bid must be inclusive of all costs associated with performance of contract requirements and fulfillment of contract deliverables. The total in Column C represents the official bid amount for this RFB.

MARSHALL

STEVENS

October 8, 2014

Jessica A Harlan
Procurement Manager
Department of Health Services
Division of Enterprise Services
1 W. Wilson Street, Room 639
Madison, WI 53701-7850

Request for Bid 1721 DLTC – JB

Dear Ms. Harlan:

Marshall & Stevens Incorporated is the prime contractor and is a Missouri Corporation. We do not intend to use subcontractors. Marshall & Stevens has not attempted to influence any other potential bidder. We certify that we have not discussed / disclosed this bid with any competitor.

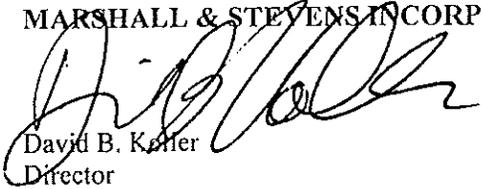
Our bid is valid for a period of six months from October 8, 2014 through April 8, 2015.

The signer, David B. Koller, is authorized to execute the bid documentation including the transmittal letter and will not take any action to the contrary. Marshall and Stevens agrees to execute and fulfill a contract with the State of Wisconsin according to the terms and conditions of the request for bid.

The Marshall & Stevens bid is predicated upon the requirements, terms and conditions specified in bid S-0304-DLTC-14 dated September 16, 2014, pages 1 through 35 plus any supplements or revisions and including all questions and answers.

Very truly yours,

MARSHALL & STEVENS INCORPORATED


David B. Koller
Director

Request for Bid S-0304-DLTC-14



Bid / Proposal # S-0304 DLTC-14

VENDOR REFERENCE

FOR VENDOR: Marshall & Stevens Incorporated

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name Kindred Healthcare

Address (include Zip + 4) 680 South Fourth Street, Louisville, KY 40202-2412

Contact Person Gregory Miller **Phone No.** (502) 596-6466

Email Address _____

List Product(s) and/or Service(s) Used:

Appraisals of nursing homes, SNFs, LTACs and other healthcare facilities since 2008.

Company Name Prince William County

Address (include Zip + 4) 1 County Complex Court, Prince William, VA 22192-9201

Contact Person Rene Gaspin **Phone No.** (703) 792-5270

Email Address _____

List Product(s) and/or Service(s) Used:

Performed a physical inventory and asset management valuation services of all county owned assets including, buildings, site improvements, and fixed assets for the purposes of management and insurance planning operations. Commenced in 2012, this bi-annual project is managed by David Koller, ASA.

Company Name Shelby County School District

Address (include Zip + 4) 160 N. Main Street, Memphis, TN 38102

Contact Person Melvin Burgess **Phone No.** (312) 609-4930

Email Address _____

List Product(s) and/or Service(s) Used:

Performed a physical inventory of all buildings owned by the Shelby County and Memphis City Consolidated School District. For insurance purposes and audit compliance, we provided insurable value and fair market value of the buildings and contents of 157 schools and other building structures. This project was managed by David Koller, ASA.

Company Name Fort Bend Independent School District

Address (include Zip + 4) 16431 Lexington Blvd P. O. Box 1004, Sugar Land, TX 77479-2308

Contact Person John Griffin **Phone No.** (281) 634-1000

Email Address _____

List Product(s) and/or Service(s) Used:

Marshall & Stevens provided a valuation of the school districts buildings consisting of 74 elementary school, middle school, special school, and high schools. The valuation was used for insurance planning purposes.

Nursing Home Appraisals

4.2.1 Yes No

Bidder has a minimum of three years' experience in the evaluation or appraisal of Nursing home property.

4.2.2 Yes No

Bidder or an officer within the Bidder's firm is a member of a nationally recognized society of appraisers.

4.2.3 Yes No

Bidder owns or has a subscription to the "BVS – Commercial" software.

4.2.4 Yes No

Bidder agrees to maintain a quality control system in keeping with the guidelines and requirements outlined in this RFB for ensuring accuracy, timeliness, and quality of service provided.

4.3 Staffing Requirements

Bidder must demonstrate that it has the appropriate staffing and resources to provide the Nursing home appraisal services as described in Section 1.2.1. At a minimum, this shall include the following:

4.3.1 Yes No

Bidder's Contract Manager / Project Team Leader has at least three years of experience in commercial property appraisal or has access to corporate expertise within the business model of the Bidder.

4.3.2 Yes No

Bidder's Contract Manager / Project Team Leader will be responsible for quality control of all appraisals.

4.3.3 Yes No

Bidder's Contract Manager / Project Team Leader will be responsible for timely completion of the appraisal team's work throughout the duration of the Nursing Home Property Appraisal Contract.

4.3.4 Yes No

Bidder agrees to appoint a contact person who will be available to consult with DLTC personnel during normal working hours (8:00-4:30 Central Time, Monday - Friday), for ongoing communication and resolution of day-to-day questions.

Nursing Home Appraisals

4.3.5 Yes No

Bidder agrees that DHS will retain the right to require the reassignment of an employee or employees, as the Department may deem necessary.

Reasons for this request include, but are not limited to, incompetence, carelessness, disruptive or otherwise objectionable behavior.

4.3.6 Documentation of Staffing Resources

Bidder must demonstrate that they have sufficient access to qualified staff resources; either employed directly or through qualified subcontractors to complete the on-site evaluations.

Bidders are to complete the Attachment D – Staff Resources Form. Bidder must include the résumé's for the Contract Manager / Project Team Leader and all staff identified in Attachment D.

4.4 BVS – Commercial System

The Marshall & Swift Commercial Building Valuation System is the tool selected by the Department to impute a depreciated replacement cost for the buildings comprising each Nursing home. The Department has decided to employ a subset of all possible "BVS – Commercial" variables, choosing those parameters that have the most significant impact on replacement cost. These variables are enumerated in Section 4.4.1. The BVS – Commercial Nursing home model defaults should be used for those values not listed or defined below.

Of paramount importance to the Department is the assurance that the values determined for each variable are as objective as possible and hence can be replicated within reasonable tolerances. To this end, certain standards shall be developed and strictly adhered to. Accompanying the Marshall & Swift Commercial Building Valuation System is a reference guide, hereafter referred to as the BVS – Commercial Reference Guide, which forms the basis for such standards, subject to modifications and refinements as stipulated below in Section 4.4.1. The awarded vendor shall follow the BVS – Commercial Reference Guide in determining all of the variables listed. Further refinements and possible modifications shall be subject to negotiations between the Department and the awarded vendor as described in Section 4.4.2.

Bidder agrees to fulfill the following requirements as per Section 4.4 Yes No .

4.4.1 Description of Variables

Each section of a Nursing home requires a separate valuation of BVS – Commercial variables. A "section" is a completed building unit or addition that was designed and constructed as a single project with a uniform construction type as defined in the BVS – Commercial Reference Guide. Basements are considered separate sections. Each section will be uniquely identified through its POP ID# as provided by the Department and a section number assigned by the appraiser as prescribed in item 15.

Nursing Home Appraisals

The instructions for the BVS – Commercial Data Collection and Input Form are described in the BVS – Commercial Reference Guide. The Bidder will provide the following variables in accordance with the BVS – Commercial Reference Guide, without exception.

1. Policy Number – POP ID# as indicated on Attachment A
3. Property Owner – Name of Nursing home
- 4-6. Address
7. Zip Code
15. Section Number – assign lowest number to oldest sections and have basements immediately follow the section they are beneath.
16. Occupancy – this will be primarily nursing home or basement
17. Construction Classification
18. Number of Stories
19. Gross Floor Area – shall be the determination of the exterior dimensions of all interior areas including stairwells of each floor. Specifically excluded are areas such as outdoor patios, covered walkways, and carports. In addition to the BVS – Commercial variables, square footage measurements shall be reported for (a) non-Nursing home areas; (b) shared service areas by type of service; and (c) revenue-generating areas. Shared area measurements as well as the measurements of non-nursing home and vacant areas should include adjacent hallways and stairways if applicable. If the shared area has common hallways and stairs with other non-shared areas, the stairs and hallways should be prorated between the adjacent areas in proportion to the total square feet of each area sharing the common hallways and stairs. This proration of hallways and stairs is only done to assign that space for the gross measurements of shared, vacant and non-nursing home areas. Once the gross square footage of these areas is determined, including adjacent hallways and stairways, no allocation of any of the gross shared area square footages to the nursing home is required of the appraiser. The Department shall provide a listing of known-shared areas by facility. In many cases only the measurements, and not the valuations, of shared areas are required, but the final report must clearly identify the location of the shared areas and whether or not they were part of a section that was valued. In certain instances, the Contractor may be required to contact the Department's Nursing home auditor prior to the on-site visit for additional information. In addition, the Contractor shall attempt to identify any other shared areas not previously identified by the Medicaid Auditor.

Nursing Home Appraisals

20. Construction Quality
21. Year Built
22. Building Effective Age
23. Building Condition
24. Depreciation Percent
25. Exterior Wall Material
27. Total Perimeter – common walls between sections are to be excluded from both
28. Average Story Height
31. Heating System
32. Cooling System
34. Passenger Elevators – actual number
35. Freight Elevators – actual number
36. Sprinkler System – percent of gross area served
37. Manual Fire Alarm System – percent of gross area served
38. Automatic Fire Detection – percent of gross area served

NOTE: Land values are not to be included as a component of the evaluations. Site improvements such as landscaping, parking lots, and exterior lighting should also be excluded.

4.4.2 Refinements Subject to Negotiation

Bidder agrees to the following requirements / circumstances regarding refinements in appraisals, which may be subject to negotiation.

- a) The value of a Nursing home is difficult to determine because many facilities are involved in a variety of other enterprises. One or several other enterprises such as day care centers, community based residential facilities, apartment buildings, hospitals, etc., may be connected to nursing facilities. These enterprises would typically share services such as administration, dietary, and maintenance with the Nursing home.
- b) The Department has, therefore, developed more specific guidelines and instructions regarding the treatment of shared areas for all on-site Nursing home evaluations. The Department will furnish the awarded vendor with an Appraisal Worksheet, along with Special Instructions to the vendor (Sample – Attachment E), which will identify the buildings to be appraised. The Department's Appraisal Worksheet for each Nursing facility will identify which buildings/components to appraise. The Appraisal Worksheet will also

Nursing Home Appraisals

identify any additional measurements needed and whether they are inside or outside of the building(s) to be appraised. Copies of the worksheets for year 2015 will be available for inspection by the awarded vendor prior to appraisal. Appraisal worksheets and instructions for on-site evaluations designated for years two and three of the contract will be available when fieldwork begins in years 2016 and 2017. If additional shared areas, vacant spaces, or non-nursing home areas are discovered during the evaluation process, the vendor shall identify the square footage on the Appraisal Worksheet. All shared areas, vacant spaces, or non-nursing home areas shall also be identified by the section of their location as well as on each Nursing home floor plan. The vendor shall include a copy of the completed "Appraisal Worksheet" in each evaluation report.

- c) BVS – Commercial automatically calculates depreciation percentages based on the reported building condition and effective age. The awarded vendor shall use the depreciation percentages calculated by BVS – Commercial in all cases. In no instance should the vendor override the depreciation percentage calculated by BVS – Commercial.
- d) Items 20, 22, and 23 in Section 4.4.1 require professional judgment on the part of the appraiser and are not quantitatively defined in the BVS – Commercial Reference Guide. The awarded vendor shall work with the Department or its designee in developing methods for evaluating these variables consistent with the BVS – Commercial Reference Guide within reasonable limits. The building condition should not be rated above "good". An objective and quantitative methodology should be utilized to determine effective age. The Department's definition of depreciation for purposes of this contractual service shall measure both physical deterioration and functional obsolescence; economic obsolescence shall not be considered. As part of the process, the Department shall require written justification each time a section deviates outside of a negotiated range.

Bidder agrees to the following requirements / circumstances regarding refinements in appraisals that may require written justification, and agrees to provide this written justification under, but not limited to, the following circumstances.

- a) Whether any buildings or sections may be excluded because they provide no Nursing home function (e.g., administrator's residence).
- b) Use of a BVS – Commercial model other than the Nursing home model for those sections that are:

Nursing Home Appraisals

- i. primarily non-Nursing home
 - ii. originally non-Nursing home
 - iii. outbuildings with specific functions other than Nursing home.
- c) Differentiation of basement types and how, within BVS – Commercial, to value a basement with interior of the same quality as the floor above.
 - d) How and if to evaluate crawl space and tunnels.
 - e) The convention for number of stories versus basement for homes built on a hillside.
 - f) Number of stories when top floor is only a cupola or penthouse.
 - g) Guidelines shall be developed to determine which outbuildings shall be included for valuation and which shall be considered land improvements.

No additions should be made for the BVS – Commercial variables “miscellaneous additional features,” “equipment,” or “building items and site improvements,” nor should the BVS – Commercial variable “user adjustment factors” be used unless these variables were used for an individual facility in the last full appraisal done for the department under the prior contract. These additions should be removed if they no longer apply to the facility.

Criteria shall be developed with the Department or its designee to attempt to compensate in those instances when the value of the whole is determined to be less than the value of its individual sections. It is envisioned that this technique applies to no more than five percent of the Nursing homes.

4.4.3 Replacement Cost Calculations

The Marshall & Swift Commercial Building Valuation System shall compute the un-depreciated and depreciated replacement costs of each section using the values determined for the variables in Section 4.4.1 Description of Variables, and the BVS – Commercial default Nursing home model values for all other variables.

Since “BVS – Commercial” is needed to determine replacement cost, the vendor shall obtain access to the Marshall & Swift Commercial Building Valuation System for purposes of data input. Copies of PC compatible compact disks or flash drives containing the data, as well as the evaluations, shall be furnished to the Department upon completion of the evaluations. Electronic copies of the updates will be sent to the Bureau of Fiscal Management (BFM) – DLTC. Media, form, and exact electronic address will be negotiated by the Contractor and BFM – DLTC.

Nursing Home Appraisals

4.5 Reporting

Bidder agrees to fulfill the following requirements as per Section 4.5 Yes No .

4.5.1 Draft Appraisal Reports

Bidder agrees to send a draft report to the Department no later than two weeks after each Medicaid certified Nursing home on-site evaluation. The Department will review the reports to ensure that the contents meet with the appraisal requirements requested in this document. If the Department approves the draft report, an approval letter will be sent to the vendor. If the draft report is not approved, the vendor shall accommodate all corrections required by the Department.

Vendor shall return a corrected draft appraisal within two weeks of receiving the correction letter. The vendor shall also send a copy of all reports and corrections to the pertinent Nursing home provider.

4.5.2 Final Report Transmittal

The vendor will be responsible for providing reports upon completion of each on-site evaluation. A separate report is required for each section as described above. It will include only the BVS – Commercial variables specified and the un-depreciated and depreciated replacement cost as calculated by BVS – Commercial. In addition, the number of licensed beds as provided by the Nursing home during the on-site inspection shall be included. If a particular section has no beds, its function should be specified instead. Accompanying this information will be any interior square footage amounts for non-Nursing areas, shared service areas, and revenue generating areas as described in Section 4.4.1, item number 19.

Completed evaluation reports shall be due by June 30th in years 2015, 2016, and 2017 for Nursing homes for which the Contractor reruns “BVS – Commercial” to update appraisals from on-site evaluations completed in years 2013, 2014, and 2015.

The vendor will transmit final reports to the evaluated Nursing homes via both e-mail and Certified Mail – Return Receipt Requested. This transmittal shall include a copy of the Department’s approval letter and a copy of the Evaluation Appeal Protocol Form (Attachment F) to contest the information contained in the final report.

All final appraisal reports must be submitted to the Department no later than June 30th in each year of the appraisal contract. All copies of the reports become the property of the State of Wisconsin. Each final report will include a summary sheet and the summary must contain the total undepreciated replacement cost, the total depreciated replacement cost, the total number of licensed beds as provided by the Nursing home, and the total number of sections as determined by the on-site appraiser.

The format for the final reports will be negotiated by the awarded vendor and the Department or its designee prior to any on-site inspections. All reports will be submitted electronically. Text and tables will be in Microsoft Word format. Images, maps, and sketches will be in JPG format. All reports and

Litigation History

There are no litigation issues

Financial Summary

We are a privately held company and do not typically our financials. If this is a mandatory requirement, please contact us and we will make arrangements for disclosure.

ATTACHMENT D
STAFF RESOURCES FORM

Name of Firm: Marshall & Stevens Incorporated _____

Location of Firm: _____ 125 S. Wacker Drive, Suite 850, Chicago, IL 60606

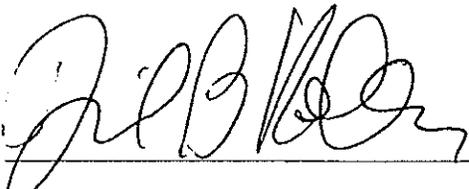
Staff to be made available:

Name	Title	Years of Appraisal Experience
David Koller, ASA	Director	10+
Leo Dorsey, ASA	Director	25+
Christopher Louis	Principal	30+
James Nutter, ASA	Senior Manager	5+

Years of Experience:

Firm Total: 82 (years in operation)

Years of experience with Nursing homes 30+ (total for firm -- not cumulative for individuals)



ASA

October 6, 2014

Signature of Authorized Firm Representative

Date

MARSHALL

STEVENS

MARSHALL & STEVENS INCORPORATED

Founded in 1932, Marshall & Stevens is a premier, independent national valuation firm. Marshall & Stevens provides the valuation of businesses and their assets (both tangible and intangible) as well as fairness and solvency opinions, transaction advisory and due diligence related to mergers, acquisitions, divestitures, financings, bankruptcy and restructuring and wealth transfer transactions. As an 82 year old firm, we are a nationwide leader in valuation services for buildings, land, equipment and machinery.

We are uniquely prepared to provide a wide range of options that help clients implement an asset management strategy company-wide, including establishing a reliable baseline; determining insurable value; and identifying non-existent, obsolete or underutilized assets. Marshall & Stevens advises and counsels on insurance for placement purposes and proper valuation of varying assets for ratemaking purposes. Additionally Marshall & Stevens provides valuation assistance at the time of casualty to establish loss for insurance purposes.

The Marshall & Stevens Team is distinguished from our competition in many ways. Unlike many of our competitors, we provide complete asset management services and solutions. Our services aren't limited to physical inventories or compliance consulting. Our capabilities include physical inventories, valuation services, asset management consulting including GAP analysis and asset management studies. With this array of services the Marshall & Stevens Team understands not only the physical inventory and valuation portions of asset management but the whole picture. With our staff experience and knowledge we are able to draw on massive amounts of information and resources enabling us to provide the highest quality deliverables and service.

We create a partnership with our clients. We will provide the specialized expertise and knowledge to ensure the State of Wisconsin project is a success. Our team is committed to deliver results that exceed the expectations of our clients.

The Marshall & Stevens Team has demonstrated an extreme commitment to customer service. By going above and beyond our customer's expectations we have had the pleasure of not only retaining our customer's but growing our service offerings within our customer base. By demonstrating our commitment to extreme customer satisfaction our clients have grown to trust us and award us additional business, many times utilizing the sole source justification option.

PROJECT MANAGEMENT TEAM

If selected, your Marshall & Stevens' project team, unlike many of our competitors holds relevant industry certifications from the Appraisal Institute, the American Society of Appraisers, and the Royal Institution of Chartered Surveyors. The team will be comprised of the following professionals. Their professional qualifications are attached in the Exhibits.

David Koller, ASA, *Director*, Project Manager
Jim Nutter, ASA, *Manager*, Building and Site Technical Coordinator
Chris Louis, ASA, MAI *Principal*, Project Advisor
Robert E. Owens, ASA, *Director*, Senior Advisor

Leo Dorsey, ASA, *Senior Manager*, Technical Advisor

David Koller, ASA, will act as Project Manager on this project. Mr. Koller is a Director of Marshall & Stevens' Capital Asset Valuation practice. He has extensive experience managing large valuation projects for municipalities and educational facilities.

Jim Nutter, ASA, will act as the Building and Site Technical Coordinator on this project. Mr. Nutter has overseen many appraisals of multiple buildings and fixed assets and recently completed coordination and appraisal of an engagement of over 200 buildings and 20,000 fixed assets.

Christopher Louis, ASA, MAI, a principal in the firm, will serve as Project Advisor on this project. Mr. Louis is a leader of Marshall & Stevens' Health Care practice, a specialized consultant of health care structures, and an experienced litigation support expert.

Robert E. Owens, ASA, will act as Senior Advisor for this project. Mr. Owens is a Director of Marshall & Stevens' Capital Asset Valuation practice. He has significant knowledge in valuation of municipal buildings and improvements.

Leo Dorsey, ASA, will act as Technical Advisor for this project. Mr. Dorsey is a Senior Manager of Marshall & Stevens' Capital Asset Valuation practice. He has substantial knowledge of municipal structures and historical property.

SITE VISIT PROCEDURES

A site visit or physical inspection of one third of the nursing homes will be performed annually. Over the course of three years, this will provide 100% coverage of physical verification of all sites. The building inventory and valuation process will be conducted using appropriate professional techniques, procedures and personnel. Our full-time professional staff will perform all field investigations and gather the necessary technical data to value and report upon these assets.

All field data will be verified and recorded by the site specialist on a tablet device and uploaded to our proprietary system. All site visits will include: site drawing authentication, a photograph of the front of the building and one from a second angle, substantiation of data requested in section 4.4.1 of the RFP (Policy number, property owner, address, zip code, section number, occupancy, number of stories, gross floor area, construction quality, year built, building effective age, building condition, depreciation percent, exterior wall material, total perimeter, average story height, heating system, cooling system, passenger elevators, freight elevators, sprinkler system, manual fire alarm system, automatic fire detection). Once uploaded, the field information will be stored in our database, tested in our quality control check, and a valuation analysis will be performed as outlined in section 4.4.3 of the RFP.

David B. Koller, ASA

PRESENT POSITION

David B. Koller, ASA is a Director in the Capital Asset Valuation Group at Marshall & Stevens, Incorporated. Mr. Koller specializes in the valuation of machinery & equipment and buildings.

EXPERIENCE

Mr. Koller has been active in the appraisal profession since 1998, specializing in allocation of purchase price, insurance reporting, pre-acquisition valuation, fresh start accounting, property tax analysis, financing/lease and collateral evaluation, and fixed asset management.

He is involved in valuing the fixed assets of banks, telecommunications companies, hospitals, restaurants, medical and health care facilities, chemical plants, agricultural facilities, food production factories, television stations, gas and oil extraction, and movie theaters. His practice includes municipal, industrial, commercial, and agricultural building and structure valuations. He has extensive experience with broadcast, communications, automotive, metalworking, plastic extrusion, and steel manufacturing machinery.

Mr. Koller began his career focusing in appraisal, end of lease transactions, and asset management for equipment leasing and financing institutions. He has expertise in the appraisal & recovery/resale of equipment in high technology industries including broadcast, data networking, and communications infrastructure.

Mr. Koller's appraisal work has involved projects throughout the United States, as well as in Canada, Brazil, Germany, France, Italy, Panama, Costa Rica, Nicaragua, Columbia, United Kingdom, and Poland.

EMPLOYMENT

Mr. Koller has been with Marshall & Stevens' Capital Asset Valuation Group since 2007. Prior to joining Marshall & Stevens, Mr. Koller was a manager at Micor Media Group, a high technology valuation firm, focused in broadcast, entertainment & media production, and communications.

EDUCATION

Mr. Koller holds a B.A. degree in Communications and English from the University of Wisconsin - Madison. In addition, he has attended numerous other educational seminars in valuation theory and practice, including receiving a Certification of Completion, American Society of Appraisers—Advanced Multidisciplinary Healthcare Valuation Education Program.

PROFESSIONAL AFFILIATIONS

Mr. Koller is an accredited senior appraiser of The American Society of Appraisers with a designation in Machinery & Technical Specialties - Machinery & Equipment. He is currently serving as Vice President in the Chicago chapter.

Quality Valuation

Quality Decision Making

Independence & Integrity

G. Christopher Louis, ASA, MAI

PRESENT POSITION

G. Christopher Louis, ASA (Business Valuation), MAI (Real Estate), is a Principal with Marshall & Stevens Incorporated. He serves as national leader for the Real Estate Services practice and as a senior member of the Financial Valuation practice.

EXPERIENCE

Mr. Louis has been in the valuation business since 1979. He specializes in complex valuation studies requiring a financial, real estate, or multidiscipline approach for project financing, ad valorem, bankruptcy, litigation support, wealth/tax transfer and financial reporting.

Mr. Louis' experience includes the valuation of businesses and real property interests including hospitals and nursing homes, industrial, manufacturing, institutional, office, retail, multi-family, agricultural, hospitality and special use. Business interests valued include business enterprises, capital stock, and intangible assets including In Process Research & Development, chemical compounds, and financial instruments.

Mr. Louis has served as expert witness for the US Justice Department on a major litigation against corporate executives in a publicly traded health care business as well as lead expert on a successful restructuring assignment for a \$8+ billion real estate development which required a valuation of the underlying real estate in various stages of completion as well as the business enterprises and associated intangible assets.

EMPLOYMENT

Prior to joining Marshall & Stevens, Mr. Louis was a Senior Vice President at CBIZ/Valuation Counselors, Inc. providing valuations and advisory services and was a Partner in the valuation and consulting firm of Tellatin, Louis & Andreas, Inc. located in St. Louis, Missouri.

EDUCATION

Mr. Louis holds a Bachelor of Arts degree in Economics from Westminster College in Fulton, Missouri, and a Master of Arts degree from Case Western Reserve University in Cleveland. In addition, he has attended numerous other educational seminars in valuation theory and practice.

TESTIMONY

Mr. Louis has testified as an expert witness before courts and boards in California, Missouri, Illinois, Ohio, and Federal Bankruptcy Court.

PROFESSIONAL AFFILIATIONS

Mr. Louis is an accredited senior member of the American Society of Appraisers (ASA), in the business valuation discipline and a designated Member of the Appraisal Institute (MAI).

PROFESSIONAL LICENSING

Mr. Louis is currently licensed as Certified General Real Estate Appraiser in the state of California, Illinois, Kentucky, Minnesota, Missouri, Nebraska, Nevada, New York, North Dakota, and Texas. Mr. Louis holds temporary licenses in Kentucky, Mississippi and Kansas.

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James H. Nutter

James H. Nutter is a Senior Associate with Marshall & Stevens, Incorporated's National Capital Asset Valuation Services.

EXPERIENCE

Mr. Nutter has been actively involved in the Capital Asset valuation and consulting profession for almost 10 years. He is a specialist related to a great variety of machinery and equipment valuation opinions and uses including: highest and best use, fair value for financial reporting (purchase price allocation and impairment), corporate tax planning and reporting, consulting, management, financing, asset management, and economic life opinions experience which provides guidance to clients related to the maximization of portfolio ownership, usage, acquisition and disposition.

Mr. Nutter has experience valuing the fixed assets of banks, telecommunications companies, hospitals, restaurants, medical and health care facilities, chemical plants, power plants, renewable energy, agricultural facilities, food production, factories, television stations, and movie theaters. His practice includes municipal, industrial, commercial, and agricultural building and structure valuations. He has extensive experience with broadcast communications, automotive, metalworking, plastic extrusion, and steel manufacturing machinery

Mr. Nutter began his career focusing in appraisal, end of lease transactions, and asset management for equipment leasing and financing institutions. He has expertise in the appraisal & recovery/resale of equipment in high technology industries including broadcast, data networking, and communications infrastructure.

EMPLOYMENT

Mr. Nutter began his association with Marshall & Stevens in 2009 as a member of the Capital Asset Valuation practice starting in the Chicago office. Prior to working at Marshall & Stevens, Mr. Nutter was the President of Equipment Sales and Associate of Appraisals at Micor Media Group, a firm specializing in the valuation of professional audio & video assets.

EDUCATION

Mr. Nutter holds a Bachelor of Arts Degree in History and Political Science from Loyola University Chicago.

Leo J. Dorsey, ASA

PRESENT POSITION

Leo J. Dorsey, ASA, is Valuation Director for Marshall & Stevens Incorporated, specializing in machinery, equipment and leasing valuations.

PROFESSIONAL AFFILIATIONS

Mr. Dorsey is an accredited senior appraiser of The American Society of Appraisers with a designation in Machinery & Technical Specialties (MTS) - Machinery & Equipment.

EXPERIENCE

Mr. Dorsey is an Accredited Senior Appraiser ("ASA") with more than 25 years in the appraisal industry. He has been responsible for performing and managing projects for the valuation of equipment and facilities for leasing and financing purposes within the leasing industry, as well as for insurance placement, and for allocation of purchase price engagements.

The valuation assignments have been performed for the following purposes: sale/leaseback transactions, tax leases and synthetic leases, project financing, purchase price allocation, and transaction pricing. Premises of value for current values and residual values include: fair market value-in use or exchange, liquidation value-orderly or forced, and reproduction or replacement value.

Mr. Dorsey has experience valuing assets in a wide variety of industries. Types of equipment and facilities he has valued include various types of manufacturing including automobile manufacturing, and high tech manufacturing. Other equipment types valued include, but is not limited to, food and beverage and chemical processing plants, flour, and ingredient mix mills, dairy, communications; television and radio broadcasting; textile and apparel plants, rubber, plastics and glass production, medical, construction, mining, intermodal, and trucking.

EMPLOYMENT

Mr. Dorsey was recently employed as a Vice President of Mesirow Financial Consulting ("MFC") in Chicago for a little under two years. Prior to joining MFC, Mr. Dorsey spent one year as a Managing Consultant for Navigant Capital Advisors, LLC; two years as a Senior Appraiser of Lease Valuation International, Inc., and prior to that he worked for American Appraisal Associates, Inc. for nearly 20 years, in a variety of positions in many departments; most recently, in the Structured Finance Group from 1998 to 2004, as a Senior Valuation Consultant and Middle Market Sales Manager. In these capacities, Mr. Dorsey was responsible for managing and performing valuation projects for the leasing industry, upgrading and expanding the Master Contract Program, and business development in the small and middle-ticket markets.

Leo J. Dorsey, ASA
Page 2

EDUCATION

Mr. Dorsey holds a Bachelor of Science degree in Architectural Engineering and an Associate degree in Applied Science, Architectural and Building Construction Engineering Technology, from the Milwaukee School of Engineering.

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Question and Answer Document I

Questions submitted to Wisconsin Department of Health Services in response to RFB S-0304 DLTC-14

Question No.	RFB Section	Heading	Vendor Questions	DHS Answers
1	1.2.1	Attachment A	Would it be possible to provide the current aggregate square foot for each nursing home for project estimation purposes?	These data are not readily available in a format that would be meaningful for work estimation purposes. It is important that the selected vendor provide accurate and updated square footage measurements for each nursing home.
2	1.2.1	Attachment A	The number of sections each building needs to be broken down by affects our work estimate. For estimating purposes would it be possible to provide the total number of sections [that] are at the 370 buildings or even the first years? For example, there are a total of 370 buildings but include 700 sections.	These data are not readily available in a format that would be meaningful for work estimation purposes. It is important that the selected vendor provide accurate and updated section measurements for each nursing home.
3	1.3	Current Operations	Which firm completed the last appraisal?	Specialty Property Appraisals, LLC 930 Washington Ave. #210 Miami Beach, FL 33139 Phone: 305.793.8209
4	1.2.1	Nursing Home Appraisal Process	Page 5, § 1.2.1.c (RFB S-0304 DLTC-14) – Please confirm that the State of Wisconsin will represent as accurate and reliable (and hold the vendor harmless in relation to) any appraisals not completed by the appraiser, but rather completed under a previous bid, to be rerun throughout the term of the contract.	The vendor will not be held accountable for measurements or appraisals completed under the previous bid. However, the vendor will be held accountable for accurately entering this information into the BVS system to update appraisals.
5	1.2.1	Nursing Home Appraisal Process	Are electronic documents such as CAD available for each facility? If not are hard copy blueprints available?	CAD or hard copy blueprints are not maintained by DLTC. Nursing homes are required to provide floor plans, which the Vendor must attach to the final

Question and Answer Document I

Questions submitted to Wisconsin Department of Health Services in response to RFB S-0304 DLTC-14

Question No.	RFB Section	Heading	Vendor Questions	DHS Answers
				appraisal report. Nursing homes may be able to provide CAD, hard copy blueprints, or other documents upon request.
6	1.2.1	Nursing Home Appraisal Process	Will electronic BVS files be available for the previous appraisals for re-running calculation purposes? Or will the vendor be expected to input that data for buildings not appraised in the first 2 years in manually into BVS?	Electronic copies of the appraisal reports completed under the previous bid will be made available. The vendor will need to re-enter data from these reports into BVS to update appraisals.
7	1.2.1	Nursing Home Appraisal Process	Is it the case that this assignment will NOT include a sales comparison approach or an income approach in each valuation?	Correct, the appraisals should not include a sales comparison approach or an income approach.
8	1.5	Definitions	Is the "replacement value" as noted in the packet of information meaning replacement cost new or depreciated replacement cost?	The vendor is required to calculate both the undepreciated replacement cost and the depreciated replacement cost of each nursing home.
9	1.7	Contract Quantities / New or Deleted Items	Will the contract be awarded to one vendor or multiple vendors? If multiple, how many?	The contract will be awarded to one vendor.
10	4.4.1	Description of Variables	Page 7, § 4.4.1 (RFB S-0304 DLTC-14) – a. Bullet point 19: Please confirm if the gross floor area of each subject property will be provided to the appraiser and represented as accurate and reliable, or if the appraiser will be required to personally and independently obtain gross floor area measurements, including measurements for	Facilities listed in Attachment A under a given year will receive a full on-site appraisal in that year. For the on-site appraisal the vendor will personally and independently obtain measurements for (a) the gross floor area, including non-Nursing home areas, shared service areas by type of service, and revenue-generating areas, (b) the total perimeter and length of common walls between

Question and Answer Document I

Questions submitted to Wisconsin Department of Health Services in response to RFB S-0304 DLTC-14

Question No.	RFB Section	Heading	Vendor Questions	DHS Answers
			<p>(a) non-Nursing home areas; (b) shared service areas by type of service; and (c) revenue-generating areas for each subject property while on-site?</p> <p>b. Bullet point 27: Please confirm if the total perimeter, as well as the length of common walls between sections which are to be excluded, of each subject property will be provided to the appraiser and represented as accurate and reliable, or if the appraiser will be required to personally and independently obtain these measurements for each subject property while on-site?</p> <p>Bullet points 36, 37 and 38: Please confirm if the percent of gross area served by the (a) Sprinkler System, (b) Manual Fire Alarm System and (c) Automatic Fire Detection for each subject property will be provided to the appraiser and represented as accurate and reliable, or if the appraiser will be required to personally and independently obtain these measurements for each subject property while on-site?</p>	<p>sections to be excluded, and (c) the percent of gross floor area served by sprinkler systems, manual fire alarm systems, and automatic fire detection systems.</p> <p>For those years that a facility does not receive a full on-site appraisal, the information above will be provided either from appraisal reports completed under the previous bid or from full on-site appraisals previously completed by the vendor under the current bid. Measurements gathered under the previous bid will be represented by the Department as accurate and reliable, while the vendor will be responsible for measurements gathered under the current bid.</p>
11	4.4.1	Description of Variables	Is land to be included in each valuation?	No, land is not to be included in the valuations.
12	4.4.1	Description of	Will we have to estimate a value	No. Appraisals are to be limited

Question and Answer Document I

Questions submitted to Wisconsin Department of Health Services in response to RFB S-0304 DLTC-14

Question No.	RFB Section	Heading	Vendor Questions	DHS Answers
		Variables	for [furniture, fixtures, & equipment] FF&E?	to the variables described in § 4.4.1 of RFB S-0304 DLTC-14. The appraisal will include furniture, fixtures, and equipment to the extent that these items are included in the BVS – Commercial default Nursing home model. Independent estimates of furniture, fixtures, and equipment are not allowed.
13	4.5	Reporting	<p>Please confirm the type of appraisal report to be developed. Is the requirement for a USPAP compliant report or are summary schedules documenting the valuation analysis (including Page 7, § 4.4.1 of RFB S-0304 DLTC-14) and valuation conclusions acceptable?</p> <p>a. If a USPAP compliant report is required, is an Appraisal Report or a Restricted Appraisal Report required?</p> <p>b. Is an example report consistent with expectations available for review?</p>	Please see the example for a report consistent with the Department's expectations. See Page 26, § 4.5.2 of RFB S-0304 DLTC-14 for required elements to be submitted as part of the appraisal report.
14	4.5	Reporting	Does each nursing home report have to be in hard copy form or is electronic only satisfactory?	Providing an electronic copy of the report to the Department and the appraised nursing home will be sufficient. A hard copy of the report is not required.
15	4.4.2	Attachment E	Would it be possible to provide a sample completed "Appraisal Worksheet" for one location?	Please see the example for a completed "Appraisal Worksheet".
16	4.5.4	Representation at Hearings	Page 27, § 4.5.4 (RFB S-0304 DLTC-14) – In 2012, 2013 and 2014, how many Medicaid	In 2012, 2013, and 2014, no nursing home providers contested the appraisal such that

Question and Answer Document I

Questions submitted to Wisconsin Department of Health Services in response to RFB S-0304 DLTC-14

Question No.	RFB Section	Heading	Vendor Questions	DHS Answers
			certified nursing home providers and what percentage of the total population of Medicaid certified nursing home providers, have contested the property reimbursement resulting from the Vendor's on-site property appraisal resulting in the Vendor appearing at an administrative hearing under Chapter 227 of the Wisconsin Statutes?	the vendor had to appear at an administrative hearing under Chapter 227 of the Wisconsin Statutes. To date, DLTC has been able to work with nursing home providers to resolve any issues regarding property appraisals before an administrative hearing is necessary.
17	4.5.4	Representation at Hearings	Page 27, § 4.5.4 (RFB S-0304 DLTC-14) – Where will any hearings take place (e.g. all in Madison, Wisconsin or within the respective county of the appealing Medicaid certified nursing home provider)?	Hearings may take place throughout the state, although many are completed by phone.
18	1.21 & 4.6.1	Attachment A & Attachment C	Recognizing the potential for independence and/or litigation related conflicts with certain nursing homes to be appraised (including any additional nursing homes to be added but not currently identified in Attachment A), please confirm if the vendor must be able to perform appraisals for the entire population of nursing homes without exception, or if the inability to perform an appraisal of one nursing home within the population will preclude the vendor from being awarded the contract for the remaining population of nursing homes.	The selected vendor must be able to perform appraisals for the entire population of nursing homes without exception.
19	6.1	Payment Terms and Schedule	Page 31, § 6.1 (RFB S-0304 DLTC-14) – Please explain how any contract, which does not	Payment of the appraisal fee is a requirement of the Medicaid provider contract that nursing

Question and Answer Document I

Questions submitted to Wisconsin Department of Health Services in response to RFB S-0304 DLTC-14

Question No.	RFB Section	Heading	Vendor Questions	DHS Answers
			<p>impose an obligation on the State of Wisconsin to either pay the contractor directly, or to guarantee the payment of the nursing home facilities to the contractor, would contain adequate 'consideration' such that it is an enforceable contract.</p>	<p>homes have with the Department. If a nursing home fails to reimburse the vendor for an approved valuation, the Department has the authority under the state's Medicaid plan to reduce the facility's future reimbursement rates for residents on a Medicaid stay until the facility pays the appraiser.</p>
20	6.9	Standard Terms and Conditions	<p>DOA-3681-7.0: Is the State of Wisconsin open to discussing amending the following as reflected below?</p> <p>RECORDKEEPING AND RECORD RETENTION: The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.</p> <p>The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent timekeeping and expense records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.</p>	<p>The Department would be open to discussing the requested edits depending on the reasons. The vendor is required to keep proper and reliable financial records so that the Department has access to whatever records or documents it needs to ensure that the funds were properly spent and that services were properly rendered.</p>

Question and Answer Document I

Questions submitted to Wisconsin Department of Health Services in response to RFB S-0304 DLTC-14

Question No.	RFB Section	Heading	Vendor Questions	DHS Answers
21	7.2	Civil Rights Compliance	Page 35, § 7.2 (RFB S-0304 DLTC-14) – Please confirm that appropriate CRC documentation is considered as the submission of the Civil Rights Compliance Letter of Assurance per the Wisconsin Department of Health Services Civil Rights Compliance Requirements for 2014-2017 webpage.	Correct, the Civil Rights Compliance Letter of Assurance is the appropriate documentation.

Specialty Property Appraisals LLC

300 South Pointe Drive #2302, Miami Beach, FL 33139 Phone: 305.793.8209 [REDACTED]

May 8, 2014

[REDACTED]
[REDACTED]
State of Wisconsin
Department of Health Services
Division of Long Term Care
1 West Wilson Street
PO Box 7851
Madison, WI 53707-7851

RE: Appraisal of:

[REDACTED]
[REDACTED]
[REDACTED]

Dear [REDACTED]

Enclosed please find our appraisal report for the above referenced property. The purpose of the appraisal is to assist the State of Wisconsin in establishing future Medicaid property reimbursements to Nursing homes in accordance with Request for Bid # 1721 DLTC-JB. Within the report we express our opinion of Un-depreciated Replacement Cost and Depreciated Replacement Cost. These terms are defined in the Request for Bid as follows:

Replacement Cost: is defined as the cost to construct or replace, at one time, an entire building with one of equal quality and utility.

Depreciation: is defined as lessening in value or worth and may be defined as: Loss in value of an old or used item in comparison with a new item of like kind; loss caused by deterioration, obsolescence, inadequacy, lack of utility, or other factors with lessen usefulness.

In estimating the Un-depreciated Replacement Cost and Depreciated Replacement Cost, we did not consider costs associated with conforming to local ordinances or other legal restrictions, the cost of demolition in connection with reconstruction or the cost to remove destroyed property.

A secondary purpose of this project was to identify the square foot area of certain "shared areas".

Shared Areas are defined by the State of Wisconsin, Department of Health Services as an area inside or outside of the Nursing Home that is shared with another entity such as a hospital, day care or community based

residential facility. An example is a kitchen that is located in the hospital or an administrative area that is located in an adjacent hospital and is shared with the Nursing Home.

Our appraisal investigation included the following types of property:

Buildings and their related service systems

Excluded from our consideration were the following types of property:

Land

Land Improvements

Contents

Infrastructure

Licensed Vehicles

Also excluded were assets of an intangible nature, records and drawings, inventory items, personal property of employees and leased property.

This appraisal report includes the following documents:

This letter, which summarizes the appraisal procedures applied in the appraisal process;

Assumptions and Limiting Conditions

Signed Certification Page

The following appraisal reports:

Property Evaluation Summary Report

Commercial Building Valuation Report (Detailed Valuation)

Nursing Home Appraisal Worksheet

Building Sketch (Apex Sketch Diagram and calculations)

Significant Variations Report

Evaluation Appeal Protocol Form

Based upon our appraisal investigation and analysis, and the premises outlined above, it is our opinion of value that as of May 8, 2014, the Un-depreciated Replacement Cost and Depreciated Replacement Cost are as follows:

Un-depreciated Replacement cost: \$9,321,559.00

Depreciated Replacement Cost \$8,640,744.00

Respectfully submitted:

SPECIALTY PROPERTY APPRAISALS LLC

████████████████████
President and Responsible Appraiser

Enclosures: Professional Qualifications

Assumptions and Limiting Conditions:

This appraisal report has been made with the following general assumptions and limiting conditions:

1. It is assumed that there are no hazardous substances on the subject property or on surrounding properties that would potentially adversely affect the value of the subject property. The analyses and value conclusions in this appraisal report are null and void should any such hazardous materials be discovered. We possess no expertise or qualifications for identifying hazardous materials. We assume no responsibility for investigating or arranging for competent engineering studies of the property to identify such hazardous materials.
2. The information furnished by others is believed to be reliable and has been confirmed with a knowledgeable party when possible. However, no warranty is given for its accuracy.
3. This appraisal is valid only for the function, which is stated herein. Any other use of, or reliance upon this report by you or third parties is invalid.
4. Liability of Specialty Property Appraisals LLC, and its employees for errors and omissions, if any, in this work is limited to the amount of its compensation for the work performed in this assignment.
5. Natural Disaster Disclaimer: Recovery and reconstruction from widespread natural disasters such as hurricane or flood will create abnormal shortages of labor and materials which, in turn, will cause price increases as much as 50 percent or more above normal costs prior to the event. These increases, while temporary, may last for a year or more before returning to normal market conditions. The values as reported herein are estimated based on normal market conditions and are considered appropriate for various purposes including insurance coverage. Some or all of the estimated values as reported herein may be inadequate for reconstruction or repair in periods after a widespread natural disaster.

All services provided by Specialty Property Appraisals LLC are performed in accordance with the Uniform Standards of Professional Appraisal Practice. We have acted as an independent contractor and have no personal interest, either present or contemplated, in the subject property. We certify that no fee received, or to be received, or the employment of our services, is in any way contingent upon the opinion reported. All files, work papers or documents developed during the course of the assignment shall be our property. We will retain these data for at least five years.

Certification:

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
- I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the properties that are the subject of this report, excluding items as previously noted in the report.
- [REDACTED] provided significant assistance to the person signing this certification.
- I have provided services with regard to the subject property in the last 3 years. Specialty Property Appraisals has provided valuation services in 2012 with regard to the subject property (update valuation). I have not owned, sold or restored the subject property in the last 3 years.

Respectfully submitted,

SPECIALTY PROPERTY APPRAISALS LLC

[REDACTED]
President and Responsible Appraiser

Commercial Building Valuation Report

Policy: [REDACTED]

5/08/2014

INSURED [REDACTED]

Effective Date:

Expiration Date:

Cost as of: 03/2014

BUILDING [REDACTED]
[REDACTED]

SECTION 1

Superstructure

Occupancy:	100% Nursing Home/Convalescent Center	Story Height: 10 ft.
Construction Type:	100% Frame	Number of Stories: 1
Gross Floor Area:	28,904 sq. ft.	Gross Perimeter: 1,204 ft.
Construction Quality:	2.7 - Superior -	
Year Built:	2005	

Adjustments

Depreciation:	7%	Effective Age: 7 years	Condition: Excellent
---------------	----	------------------------	----------------------

SUMMARY OF COSTS

Replacement

SUPERSTRUCTURE

Site Preparation	7,070
Foundations	569,649
Foundation Walls, Interior Foundations, Slab On Ground	
Exterior	1,016,088
Framing, Exterior Wall, Structural Floor, Roof	
Interior	720,595
Floor Finish, Ceiling Finish, Partitions	
Mechanicals	2,384,670
Heating, Cooling, Fire Protection, Plumbing, Electrical, Elevators	
Built-ins	1,074,113

SUBSTRUCTURE

TOTAL RC SECTION 1	\$5,772,185
TOTAL ACV	\$5,368,132
Depreciated Cost (93%)	

MS/B costs include labor and material, normal profit and overhead as of date of report. Costs represent general estimates which are not to be considered a detailed quantity survey. These costs include generalities and assumptions that are common to the types of structures represented in the software.

Commercial Building Valuation Report

Policy: XXXXXXXXXX

5/08/2014

SECTION 2

Superstructure

Occupancy:	100% Nursing Home/Convalescent Center	Story Height: 20 ft.
Construction Type:	100% Frame	Number of Stories: 1
Gross Floor Area:	10,643 sq.ft.	Gross Perimeter: 425 ft.
Construction Quality:	3 - Superior	
Year Built:	2005	

Adjustments

Depreciation:	7%	Effective Age: 7 years	Condition: Excellent
---------------	----	------------------------	----------------------

SUMMARY OF COSTS

Replacement

SUPERSTRUCTURE

Site Preparation	2,813
Foundations	221,469
Foundation Walls, Interior Foundations, Slab On Ground	
Exterior	560,765
Framing, Exterior Wall, Structural Floor, Roof	
Interior	298,992
Floor Finish, Ceiling Finish, Partitions	
Mechanicals	1,094,479
Heating, Cooling, Fire Protection, Plumbing, Electrical, Elevators	
Built-ins	427,316

SUBSTRUCTURE

TOTAL RC SECTION 2	\$2,605,834
TOTAL ACV	\$2,423,426
Depreciated Cost (93%)	

MS/B costs include labor and material, normal profit and overhead as of date of report. Costs represent general estimates which are not to be considered a detailed quantity survey. These costs include generalities and assumptions that are common to the types of structures represented in the software.

Commercial Building Valuation Report

Policy: XXXXXXXXXX

5/08/2014

SECTION 3

Superstructure

Occupancy:	100% Basement, Partially Finished	Story Height: 10 ft.
Construction Type:	100% Masonry	Number of Stories: 11
Gross Floor Area:	10,196 sq.ft.	Gross Perimeter: 494 ft.
Construction Quality:	2 - Average	
Year Built:	2005	

Adjustments

Depreciation:	10%	Effective Age: 7 years	Condition: Average
---------------	-----	------------------------	--------------------

SUMMARY OF COSTS

Replacement

SUPERSTRUCTURE

Site Preparation	69,310
Foundations	515
Foundation Walls, Interior Foundations, Slab On Ground	
Exterior	297,551
Framing, Exterior Wall, Structural Floor, Roof	
Interior	72,525
Floor Finish, Ceiling Finish, Partitions	
Mechanicals	477,264
Heating, Cooling, Fire Protection, Plumbing, Electrical, Elevators	
Built-ins	26,374

SUBSTRUCTURE

TOTAL RC SECTION 3	\$943,541
TOTAL ACV	\$849,187
Depreciated Cost (90%)	

TOTAL RC BUILDING	\$9,321,559
TOTAL ACV	\$8,640,744

	Replacement	sq.ft.	Depreciated	\$/sq.ft.
VALUATION GRAND TOTAL	\$9,321,559	49,743	\$187.39	\$8,640,744

MS/B costs include labor and material, normal profit and overhead as of date of report. Costs represent general estimates which are not to be considered a detailed quantity survey. These costs include generalities and assumptions that are common to the types of structures represented in the software.

Commercial Building Valuation Report

Policy: XXXXXXXXXX

5/08/2014

INSURED XXXXXXXXXX

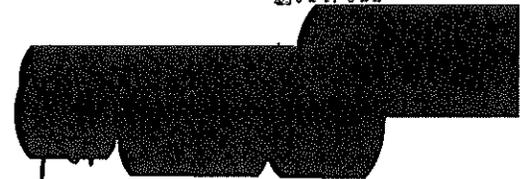
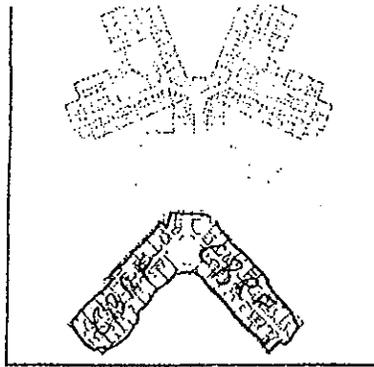
Effective Date:
Expiration Date:
Cost as of: 03/2014

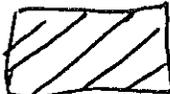
BUILDING : Superstructure	Replacement	sq.ft.	\$/sq.ft. Depreciated	
Section 1: 100% Nursing Home/Convalescent Center	\$5,772,185	28,904	\$199.70	\$5,368,132
Section 2: 100% Nursing Home/Convalescent Center	\$2,605,834	10,643	\$244.84	\$2,423,426
Section 3: 100% Basement, Partially Finished	\$943,541	10,196	\$92.54	\$849,187

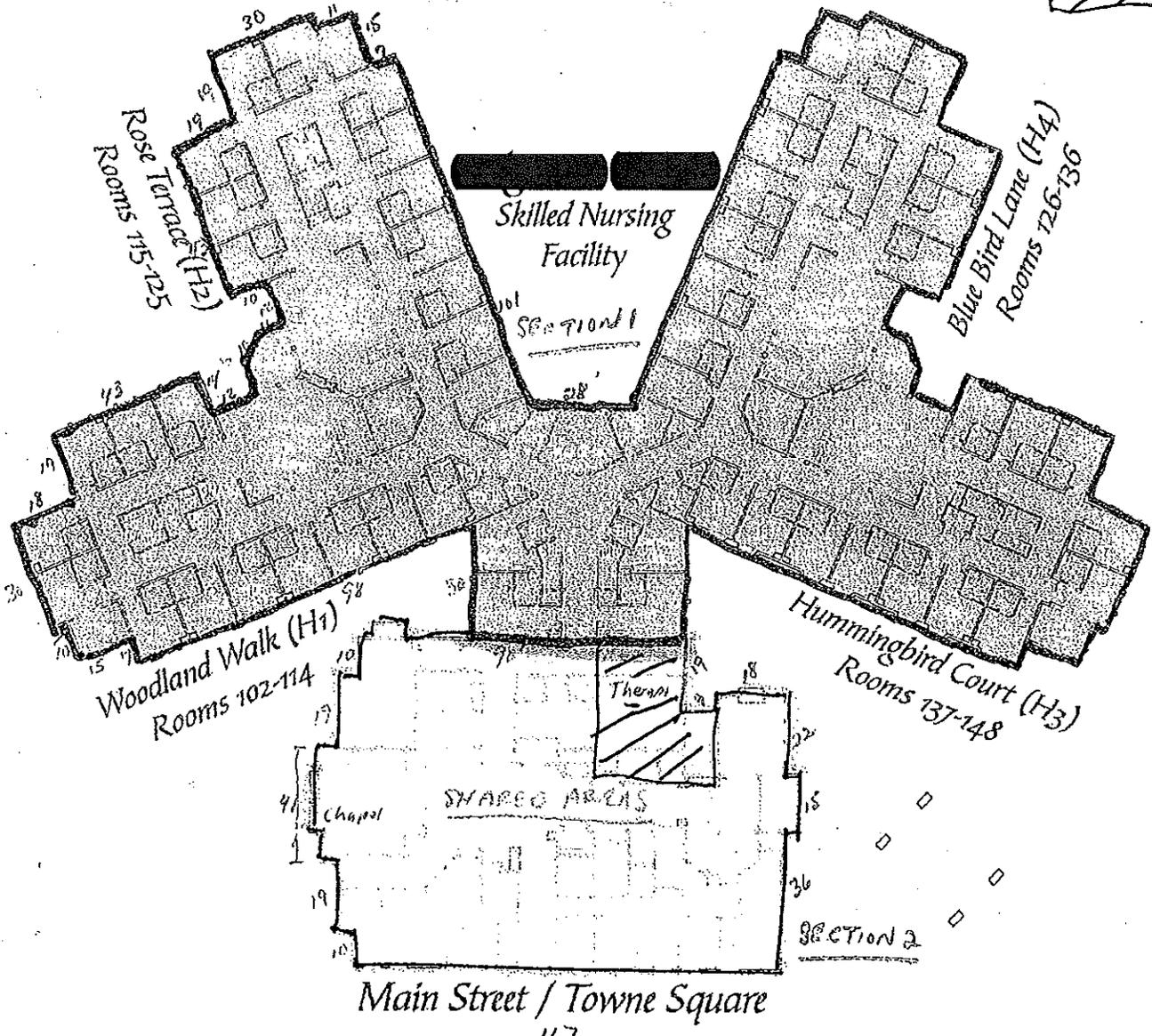
BUILDING : Substructure	Replacement	sq.ft.	\$/sq.ft. Depreciated	
Section 1:	\$0	0	\$0.00	\$0
Section 2:	\$0	0	\$0.00	\$0
Section 3:	\$0	0	\$0.00	\$0

Section Totals	Replacement	sq.ft.	\$/sq.ft. Depreciated	
Section 1: 100% Nursing Home/Convalescent Center	\$5,772,185	28,904	\$199.70	\$5,368,132
Section 2: 100% Nursing Home/Convalescent Center	\$2,605,834	10,643	\$244.84	\$2,423,426
Section 3: 100% Basement, Partially Finished	\$943,541	10,196	\$92.54	\$849,187
VALUATION GRAND TOTAL	\$9,321,559	49,743	\$187.39	\$8,640,744

MS/B costs include labor and material, normal profit and overhead as of date of report. Costs represent general estimates which are not to be considered a detailed quantity survey. These costs include generalities and assumptions that are common to the types of structures represented in the software.



SECTION 1 
 SECTION 2 
 SHARED AREAS 



NURSING HOME APPRAISAL WORKSHEET

FACILITY NAME _____
 FACILITY CITY _____
 POP ID# _____ 308 _____

AUDITOR NAME _____
 DATE _____

PART I -- BUILDINGS AND COMPONENTS

BUILDING /COMPONENT A	FOR AUDITOR B Is the Area a Component of the NH Building? Y/N	FOR AUDITOR C Does This Building or Component Need to be Appraised? Y/N	FOR AUDITOR D Are There Areas in This Building Where the Component is Located That Must be Measured? Y/N	FOR AUDITOR E Does This Entire Building That the Component is in Need to be Measured? Y/N	FOR APPRAISER F If Col. E is Yes, What are Total Square Feet?
1 NH	Y	Y	Y	Y	49,743
2 Hospital					
3 Day Care					
4 Clinic					
5 CBRF	Y	Y	Y	Y	28,904
6 Apartments					
7 Other -					
8 Other -					

PART II -- SHARED AREAS

PART II - SHARED AREAS G	FOR AUDITOR H Should Appraiser Measure This Area? Y/N	FOR AUDITOR I Building - Part I- Line Reference	FOR APPRAISER J Identify Sq Footage Of each Area Inside the Nursing Home	FOR APPRAISER K Identify Sq Footage of each Area Outside the Nursing Home	FOR APPRAISER L Identify Section #(s) and/or Location Of Shared Area(s)
9 Administration					
10 Medical Records					
11 Dietary - Food Prep					
12 Dietary - Dining Room					
13 Dietary - Cafeteria					
14 Maintenance					
15 Boiler Room					
16 Housekeeping					
17 Laundry					
18 Therapy - PT	Y	1	} 458		SECTION 2
19 Therapy - OT	Y	1			SECTION 2
20 Therapy - ST	Y	1			SECTION 2
21 Therapy - Respiratory	Y	1			SECTION 2
22 Pharmacy					
23 Chapel					
24 Gift Shop					
25 Dental					
26 Lounge/Day/Sun Room					
27 Clinic					
28 Other					
29 Other					
30 Other					

SPECIAL INSTRUCTIONS TO APPRAISER ATTACHED? _____ YES _____ X _____ NO

Significant Variance Report

State of Wisconsin - Department of Health Services

POP ID #: [REDACTED]
Facility Name: [REDACTED]
Address: [REDACTED]
City: [REDACTED]
Zip Code: [REDACTED]
Appraiser: [REDACTED]
Inspection Date: 4/15/2014

Section #	Description of Significant Variance	Explanation for Variance
1	No significant variance.	

Property Evaluation Summary Report

State of Wisconsin - Department of Health Services

POP ID #: [REDACTED]	Person Interviewed: Dennis Schommer
Facility Name: [REDACTED]	Title: Administrator
Address: [REDACTED]	Person Interviewed:
City: [REDACTED]	Title:
Zip Code: [REDACTED]	Appraiser: Steve Martin
	Inspection Date: 4/15/2014
	Boeckh Valuation: 5/2014

Section #	Year(s) of Construction	Lic. Beds	Undepreciated Replacement Cost	Depreciated Replacement Cost	Gross Floor Area (SF)
1	2005	50	\$5,772,185.00	\$5,368,132.00	28,904
2	2005	0	\$2,605,834.00	\$2,423,426.00	10,643
3	2005	0	\$943,541.00	\$849,187.00	10,196
TOTALS:		50	\$9,321,560.00	\$8,640,745.00	49,743

BIDS MUST BE SEALED & ADDRESSED TO:

AGENCY ADDRESS:

Reference Section 2.3 for Agency Address

REQUEST FOR BID
 THIS IS NOT AN ORDER

BIDDER (Name and Address)

Remove from bidder list for this commodity/service. (Return this page only.)

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid # S-0304 DLTC-14	
Late bids will be rejected. Bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid is due. Bids dated and time stamped in another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of a bid by the purchasing office. Any bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included with sample packages or other bids. Bid openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Bidder should contact the person named below for an appointment to view the bid record. Bids shall be firm for acceptance for sixty (60) days from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.	
Bids MUST be in this office no later than 10/08/2014 by 3:00 PM CT	
Name (Contact for further information) Jessica A Harlan E-mail: DHSProcurement@wi.gov	
Phone 608 266-1138	Date 09/16/2014
Quote Price and Delivery FOB Service Location	
<input type="checkbox"/> Fax bids are accepted <input checked="" type="checkbox"/> Fax bids are not accepted	

The State of Wisconsin is soliciting bids from qualified vendors for Nursing Home Appraisal services. The awarded vendor shall perform on-site evaluations of defined property characteristics of approximately 107-138 Medicaid certified Nursing homes in each year of the three-year contract for approximately 370 Nursing home appraisals throughout the State of Wisconsin.

Payment Terms	Delivery Time		
<input type="checkbox"/> Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53703, (608) 267-9550. Does Not Apply to Printing Bids.			
<input type="checkbox"/> We claim minority bidder preference [Wis. Stats. s. 16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Disabled Veteran Owned Businesses. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53703, (608) 267-9550. Does Not Apply to Printing Bids.			
<input type="checkbox"/> We claim disabled veteran owned business bidder preference [Wis. Stats. s. 16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Disabled Veteran Owned Businesses. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53703, (608) 267-9550. Does Not Apply to Printing Bids.			
<input type="checkbox"/> We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-5462.			
Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown			
In signing this bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.			
We will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our bid.			
Name of Authorized Company Representative (Type or Print)	Title	Phone	Fax
Signature of Above	Date	Email:	

This form can be made available in alternate formats to individuals with disabilities upon request.

Nursing Home Appraisals

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 2 CFR Part 180, and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, applicant should provide a written explanation as to why within the Transmittal Letter.

The applicant further agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In-eligibility, and Voluntary Exclusion-Lower Tier Covered Transaction" provided in Appendix B to 2 CFR Part 180 in all lower-tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower-tier covered transactions.

By: _____
(Signature of Official Authorized to Sign Application)

Date: _____

For: _____
Name of Vendor

DUNS Number: _____
Dun & Bradstreet *if applicable*

Nursing Home Appraisals

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Nursing Home Appraisals

1. GENERAL INFORMATION

1.1 Introduction and Background

The Department of Health Services (DHS), hereinafter referred to as the Department, is soliciting bids from qualified vendors for Nursing Home Appraisal services. The awarded vendor shall perform on-site appraisals of defined property characteristics of approximately 107-138 Medicaid certified Nursing homes in each year of the three-year contract for approximately 370 Nursing home appraisals throughout the State of Wisconsin.

DHS is the State agency responsible for administering the Wisconsin Medicaid program in accordance with Federal requirements. As part of its responsibility under the Wisconsin Medicaid Program, the Division of Long Term Care (DLTC) is to develop reimbursement mechanisms to pay for Medicaid-certified Nursing home services under Section 49.45(6m) of the Wisconsin Statutes.

One component of the reimbursement to Medicaid certified Nursing home providers is payment for property costs (capital assets). The Wis. Stats. s. 49.45(6m)(ar)6. states that the capital payment shall be based on a replacement value for a facility, and the replacement value shall be determined by a commercial estimator contracted for by the Department and paid for by the facility. The Department's Methods of Implementation for Wisconsin Medicaid Nursing Home Payment Rates (The "Methods"), Section 3.531, Equalized Value, requires the vendor to use the Marshall & Swift Commercial Building Valuation System ("BVS – Commercial") to calculate the Un-depreciated Replacement Costs (URC) and Depreciated Replacement Costs (DRC) to determine the appraised value of the Nursing home.

1.2 Scope of Project

The Department of Health Services intends to contract with a commercial estimator to provide Un-depreciated Replacement Costs (URC) and Depreciated Replacement Costs (DRC) to determine the appraised value of the Nursing homes under Wisconsin Medicaid.

1.2.1 Nursing Home Appraisal Process

The Vendor's role in the Nursing home appraisal process includes the following activities:

- a) The Vendor will be required to perform on-site appraisals of the Nursing homes in a three-year cycle as determined by the Department. These homes are listed in Attachment A for appraisal calendar years 2015, 2016 and 2017. Results from the on-site appraisals will be used in conjunction with "BVS – Commercial" to develop both un-depreciated and depreciated replacement values for each of these Nursing homes. The Medicaid certified Nursing home's replacement values will be used to establish future Medicaid property reimbursement.

Nursing Home Appraisals

- b) In addition to the homes listed for each year in Attachment A, the Vendor will appraise additional homes as necessary in order to recognize completion of significant remodeling projects, additions to the home, or any new facilities added since the last on-site appraisal. This may increase the total number of homes to be evaluated in calendar years 2015, 2016, and 2017; however, no more than 20 additional homes will be added in each year. The Department will provide a listing of those homes requiring reevaluations, and/or any changes to each year's listing of homes as necessary. Additionally, nursing home providers occasionally de-license and cease operations, which may also alter the total number of homes.
- c) In addition to the on-site appraisal, for each year of the contract the Vendor is expected to rerun "BVS – Commercial" on all homes that are not appraised in each calendar year, at no additional cost. In other words, all homes not appraised in calendar year 2015 will have an updated "BVS – Commercial" valuation calculated for 2015 based on the most recent appraisal.
 - i. For 2015, those appraisals were done under a previous bid. The Department will provide copies of those appraisals.
 - ii. In 2016 and 2017 each home not receiving a new appraisal will have a revaluation calculated for that calendar year based on their last full appraisal.
 - iii. This will provide the Department with continuous updated appraisals throughout the term of the contract.

1.2.2 Scheduling Responsibility / Notification to Nursing Homes

During the month of December in year 2014, the Department will provide a general notice to all the affected Nursing home providers, indicating the on-site property appraisal process will take place. During the month of December in years 2015 and 2016, the Department will provide a general notice to Nursing home providers designated for property appraisals in years two and three of the contract. The Notification Letter to Medicaid Nursing Home Administrators is included as Attachment B. Following this notification, the Awarded Vendor will be responsible for scheduling and completing all on-site evaluations within the time parameters specified in this document.

1.3 Current Operations

Each year, DLTC sends notifications to the nursing home providers, along with the contracted appraiser, that are scheduled to be appraised in that calendar year. The contracted appraiser sets up a time with the facility and conducts the appraisal. Upon completion, the appraiser sends the appraisals to DLTC, who in turn sends them to the appropriate field auditor. Once the field auditor deems the appraisal satisfactory, DLTC is notified and in turn sends the contracted appraiser an approval letter. At this point, the appraiser then invoices the facility. If the field auditor has questions, he/she contacts the

Nursing Home Appraisals

appraiser directly to resolve any issues. Once the appraiser receives payment from the facility, they then notify DLTC.

1.4 Procuring and Contracting Agency

This RFB is issued by the Wisconsin Department of Health Services, which is the sole point of contact for the State of Wisconsin during the selection process. The person responsible for managing the procurement process, referred to hereafter as the Procurement Manager, is **Jessica A Harlan** (See Section 1.6).

1.5 Definitions

The following definitions are used throughout the RFB:

(BVS – Commercial) – Marshall & Swift Commercial Building Valuation System: is defined as a nationally recognized appraisal system used for determining the replacement costs of commercial structures.

Agency / Department / DHS: is defined as the Wisconsin Department of Health Services.

Agreement and Contract (used interchangeably): means the final written contract negotiated between DHS and the contractor.

Appraisal/Evaluation: is defined as the determination of the replacement value of the Nursing home as determined by a commercial estimator under contract with the Department, using the Marshall & Swift Commercial Building Valuation System. The appraised values of each property will be based on the depreciated and un-depreciated replacement cost of a capital related asset to its current owner, which excludes a market value estimate of the appraised properties' land area.

Bidder: is defined as an entity responding to this RFB.

Bureau (BFM): is defined as the Bureau of Financial Management, DLTC, DHS.

Contractor: is defined as the bidder or vendor awarded final contract.

Depreciation: is defined as a lessening in value or worth and may be defined as: loss in value of an old or used item in comparison with a new item of like kind; loss caused by deterioration, obsolescence, inadequacy, lack of utility, or other factors which lessen usefulness.

Division (DLTC): is defined as the Division of Long Term Care that administers the Wisconsin Medicaid program.

DOA: is defined as the Department of Administration.

DRC: is defined as depreciated replacement costs.

HIPAA: is defined as the Health Insurance Portability and Accountability Act of 1996.

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Licensed Beds: is defined as those nursing facility beds which are licensed and certified with the State of Wisconsin, Division of Quality Assurance.

MBE: is defined as Minority Business Enterprise

Medicaid: is defined as the term for the state administered program under Title XIX of the federal Social Security Act and ss. 49.43 to 49.497, Wisconsin Statutes, which pays for necessary health care services for persons whose financial resources are not adequate to provide for their health care needs. The State of Wisconsin reimburses Medicaid certified Nursing facilities for long-term care and health care services for eligible persons.

Methods: is defined as the Methods of Implementation for Wisconsin Medicaid Nursing Home Payment Rates along with the State Plan approved by the Centers for Medicare and Medicaid Services (CMS) that provides the methods and standards for setting payment rates for Nursing facility services covered by the payment system.

Nursing Home/Nursing Facility: as defined in Section 50.01 (3) of the Wisconsin Statutes, is a place where 5 or more persons who are not related to the operator or administrator reside, receive care or treatment and, because of their physical condition require access to 24-hour Nursing services, including limited Nursing care, intermediate level Nursing care and skilled Nursing services. These also include ICF's for individuals with intellectual disabilities or persons with related conditions as defined in the Wisconsin Administrative Code DHS 105.12. For Medicaid certification, these institutions shall be licensed pursuant to s. 50.03, Wis. Stats., and ch. DHS 134, Wisconsin Administrative Code.

POP ID#: is defined as the unique identifier developed by the DLTC for each Medicaid Certified Nursing Home Provider.

Replacement Cost: is defined as the cost to construct or replace, at one time, an entire building with one of equal quality and utility.

RFB: is defined as Request for Bid.

Shared Area: is defined as an area inside or outside of the Nursing home that is shared with another entity such as a hospital, day care or community based residential facility. An example is a "kitchen" that is located in the hospital or an "administrative area" that is located in an adjacent hospital and is shared with the Nursing home. Other areas that may be defined as shared areas include vacant spaces in the nursing home or attached to the nursing home and revenue producing areas such as gift shops.

State: is defined as the State of Wisconsin.

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Subcontract: A written agreement between the contractor and a subcontractor to provide services.

Subcontractor: A third party who contracts with the awarded contractor for the provision of services, which the contractor has contracted with the Department to perform.

Technical Bid: means the vendor's bid not including the Cost Bid.

URC: is defined as Un-depreciated Replacement Costs.

1.6 Clarification and/or Revisions to RFB Specifications and Requirements

Any questions concerning this RFB must be submitted in writing to Jessica A Harlan, Procurement Manager at DHSProcurement@wi.gov.

Written questions must be submitted by 09/25/2014 by 3:00 PM CT. All questions are to be submitted in **non-protected text** format with the following subject line listed below:

Subject Line: Question S-0304 DLTC-14 – *Company Name*

Telephone questions will not be accepted. Any oral responses, information, dates, and/or technical assistance received by a prospective Bidder from the Department or Department staff shall not, in any manner whatsoever and whether before or after the release of this RFB, be binding on the State of Wisconsin, unless followed-up and explicitly confirmed and stated in writing by the State. Bidders are cautioned that only formal addenda issued via VendorNet are binding.

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFB document at this point in the RFB process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the vendor should notify immediately the above named individual of such error and request modification or clarification of the RFB.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, revisions/amendments and/or supplements will be provided through the State VendorNet system. Each bid shall stipulate that it is predicated upon the requirements, terms, and conditions of this RFB and any supplements or revisions thereof.

From the date of release of this RFB, until a Letter of Intent is issued, all contacts with the Department of Health Services regarding this RFB shall be made through Jessica A Harlan of the Bureau of Strategic Sourcing unless otherwise noted in the RFB. **Phone calls to state staff regarding this procurement are not permitted during the procurement process. Violation of these conditions may be considered sufficient cause for automatic rejection of a Bid.**

1.7 Contract Quantities / New or Deleted Items

It is the intention of the Department to award a single contract for the services required in this RFB. However, the contractor(s) shall not have exclusive rights to provide all services covered under the contract during the term of the contract(s) or any extension thereof. The Department does not guarantee

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to purchase any specific quantity of services. Bids that state the Department must guarantee a specific quantity or dollar amount may be disqualified.

NEW OR DELETED ITEMS: The agencies reserve the right to add new related services to this contract based on changes in need or changes to standards unknown at the time of this bid. Qualified contractors will be asked to provide pricing for new related services and those prices will be amended to the contract. Contractor(s) prices must be comparable to current contract pricing for like services.

1.8 Reasonable Accommodations

The Department will provide reasonable accommodations, including the provision of informational material in an alternative format for qualified individuals with disabilities upon request. If a vendor needs accommodations at the outset of this RFB process, please contact the Procurement Manager (See Section 1.6).

1.9 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this Request for Bid (RFB). The actions with specific dates must be completed as indicated unless otherwise changed by the State. In the event that the State finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an amendment to this RFB. There may or may not be a formal notification issued for changes in the estimated dates and times.

Date	Event
09/16/2014	Date of issue of the RFB (Posted to VendorNet)
09/25/2014 by 3:00 PM CT	Written Inquiries Due: deadline for submitting written inquiries, questions, and requests for clarification
09/29/2014 (Estimated)	Inquiry Postings Due: State deadline for VendorNet posting of answers to submitted written inquiries
10/08/2014 by 3:00 PM CT	Bids Due: late bids will not be accepted
10/13/2014 (Estimated)	Notification of intent to award
01/01/2015 (Estimated)	Contract Start Date

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1.10 Contract Term

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for one year from that date, with an option by mutual agreement of the agency and contractor, to renew for two additional one year terms.

Any Contract resulting from this RFB shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other Contractor without prior written approval from the Department.

1.11 VendorNet Registration

The State of Wisconsin's purchasing information and vendor notification service is available to all businesses and organizations that want to sell and/or provide payable services to the State. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to receive information on State purchasing practices and policies, goods, and services that the state buys, and tips on selling to the State. Vendors may use the same website address for inclusion on the bidders list for goods and services that the organization wants to sell to the State. A subscription with notification guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value exceeding \$50,000. Organizations without Internet access receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$50,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities as they are registered with the VendorNet system.

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2 PREPARING AND SUBMITTING BIDS

2.1 General Instructions

The selection of a contractor will be based on the information submitted in the vendor's bid and may include references and any required on-site visits or oral interviews. Failure to respond to each of the requirements in the RFB may be the basis for rejecting a response.

Elaborate bids (e.g., expensive artwork, illustrations, advanced modeling techniques, etc.) beyond what is sufficient to present a complete and effective vendor bid are not necessary or desired.

2.2 Incurring Costs

The State of Wisconsin is not liable for any cost incurred by bidders in replying to this RFB.

2.3 Submitting the Bid

Bidders must submit Bids in strict accordance with the requirements set forth in this section. All materials must be submitted to:

COMMON CARRIER ADDRESS:

Department of Health Services
Attn: Jessica A Harlan, Procurement Manager
1 W. Wilson St., Rm 655
Madison, WI 53703

USPS ADDRESS:

Department of Health Services
Attn: Jessica A Harlan, Procurement Manager
1 W. Wilson St., Rm 655
PO BOX 7851
Madison, WI 53703

All materials must be received in the prescribed formats by 10/08/2014 at 3:00 PM CT.

All bids must be stamped as accepted by the Procurement Manager or designee. Receipt of a Bid by the State mail system does not constitute receipt of a Bid by the Purchasing Office, for the purposes of this RFB. No bids are allowed to be submitted by fax or email; any bid submitted by fax or email will be rejected.

To ensure confidentiality of the document, all bids must be packaged, sealed and show the following information on the outside of the package:

- Bidder's name and address
- Request for Bid title
- Request for Bid number
- Request for Bid due date

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There are two components needed for complete submission of the Bids: Paper (Hard Copies) and Electronic. Both components are due to the address above by the stated date and time. The following submission requirements must be followed for each of the components:

Paper (Hard Copy) Bid Components:

This component must contain the **original** and two paper copies of the entire Bid response (Section 2.4) including any proprietary information.

Electronic Bid Components:

In addition to the paper documents described above, the Bid must be submitted in non-password protected PDF format on reproducible CDs recorded and labeled as follows:

Disc One must contain the entire Bid response **including** any proprietary information and have the following label affixed to the disc:

Bid response – Proprietary Information Included
Nursing Home Appraisal Services
Name and Address of Bidder
RFB S-0304 DLTC-14

Disc Two must contain the entire Bid response **excluding** the proprietary information reported on the Designation of Confidential and Proprietary Information form (DOA – 3027). *Note: The Department in responding to open records requests will release the information on this disc. It is the sole responsibility of the Bidder to ensure that there is no conflict between the Designation of Confidential and Proprietary Information form (DOA – 3027) and the information provided on this disc. The following label must be affixed to the disc:*

Bid response – Proprietary Information Excluded
Nursing Home Appraisal Services
Name and Address of Bidder
RFB S-0304 DLTC-14

2.4 Bid Organization and Format

Bids must be organized into clearly delineated sections, as shown below. Each heading and subheading should be separated by tabs or otherwise clearly marked. The State reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

The Bid response should be typed and submitted on 8.5 x 11 inch paper bound securely. The bid should be well organized and each page marked by a page number, the name of the responding vendor, and the RFB number (S-0304 DLTC-14). Font size and style throughout the submission should be 12-point font or greater.

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The Bid submission must respond to the requested information in each of the following sections and subsections, and responses should be clearly labeled with the following bolded headings and subheadings and be presented in the following order:

2.4.1 TAB 1 – Bidder Table of Contents (Required)

2.4.2 Tab 2 – Bidder Forms (Required)

Cover Sheet, Request for Bid Form DOA-3070 (Page 1)

Certification Regarding Debarment and Suspension (Page 2)

Vendor Information Form DOA – 3477

Designation of Confidential and Proprietary Information Form DOA – 3027

Cooperative Purchasing Form DOA – 3333

Cost Submission

Transmittal Letter (See Section 2.4.2.1)

2.4.2.1 Transmittal Letter

A transmittal letter must accompany the RFB package. It must be on official business letterhead of the prime Vendor submitting the Bid, and must be signed in ink by an individual authorized to legally bind the Bidder.

The Transmittal Letter must stipulate the following:

- The Bidder is the prime Vendor and is a corporation or other legal organization;
- Services that the Vendor intends to sub-contract to another entity;
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid;
- Bidder certifies they have not directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that this Bid has been independently arrived at without collusion with any other Bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor.
- The Bid is valid for a minimum of 60 days from the Bid due date;

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- The person signing this letter and all RFB documents is authorized to make decisions on behalf of the Bidding organization and that the person has not participated, and will not participate, in any action contrary to this statement;
- Assurance that the Bidder will agree to execute and fulfill a contract according to the conditions and terms specified in this RFB;
- That the Bid is predicated upon the requirements, terms, and conditions of this RFB, the posted Questions and Answers, all its attachments, and any supplements or revisions thereof; and
- That an individual authorized to bind legally the Bidder has signed this Transmittal Letter.

2.4.3 Tab 3 – Bidder Information (Required)

The following documentation items should be included for review in this section:

2.4.3.1 References and Vendor Statement(s)

Include the Vendor Reference form (DOA-3478) in this section and Vendor Statement(s) as per Section 4.6. Include Attachment C as applicable.

2.4.4 Tab 4 – Response to Bidder Requirements (Required)

Provide a response to the requirements specified in Section 4 General Mandatory Requirements. Responses should be in the same sequence as they appear in this RFB and be numbered as they appear in the RFB. Include Attachment D as applicable.

2.4.5 Tab 5 – Glossary and Additional Information (Optional)

Provide a glossary of all abbreviations, acronyms, and technical terms used to describe the services or products presented. This glossary should be provided even if these terms are described or defined at their first use in the bid response.

Include additional information, which will be essential to an understanding of the bid. This might include diagrams, excerpts from manuals or other explanatory documentation, which would clarify and/or substantiate the bid. Any material included here should be referenced elsewhere in the document and labeled with the name of the RFB section that the additional information is supporting.

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2.5 Multiple Bids

Multiple bids from a vendor will be permissible; however, each bid must conform fully to the requirements for bid submission. Each such bid must be separately submitted and labeled as Bid #1, Bid #2, etc., on each page included in the response. Alternate acquisition plans do not constitute multiple bids.

2.6 Withdrawal of Bids

Bids shall be irrevocable until contract award unless the bid is withdrawn. Bidders may withdraw a bid in writing at any time up to the bid closing date and time or upon expiration of 72 hours after the deadline for submission if received by the RFB Procurement Manager. To accomplish this, the written request must be signed by an authorized representative of the bidder and submitted to the RFB Procurement Manager. If a previously submitted bid is withdrawn before the deadline for submission, the bidder may submit another bid at any time up to the bid closing date and time.

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3 BID SELECTION AND AWARD PROCESS

3.1 Preliminary Review

The purpose of the preliminary review is to determine if each bid is sufficiently responsive to the RFB to constitute a valid submission. Bids must comply with the instructions to vendors contained in this RFB. Failure to comply with the instructions may cause the bid to be rejected without further consideration. The state reserves the right to waive any minor irregularities in the bid.

3.2 Right to Reject Bids and Negotiate Contract Terms

The State reserves the right to reject any and all bids. The State may negotiate the terms of the contract, including the award amount, with the selected bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the lowest cost bidder, the agency may negotiate a contract with the next lowest cost bidder.

3.3 Method of Award

The State will compile and abstract the cost for each bid submitted in response to this solicitation. Award(s) shall be made on the basis of the lowest cost submission from a responsive and responsible bidder as defined in Wisconsin Administrative Code 6.01(9).

Bids that require the Department to guarantee orders of a specific quantity or dollar amount may be disqualified.

State of Wisconsin agencies may make awards to certified Minority Business Enterprise (MBE), or Disabled Veteran-Owned Business (DVB) firms submitting the lowest cost, qualified bid when that qualified bid is not more than 5% higher than the apparent low bid. Authority for this program is found in ss. 16.75(3m)(b)2,3, 16.75(3m)(c)(4) and 560.0335(1)(b)(3), 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes.

3.4 Notification of Intent to Award

All vendors who respond to this RFB will be notified in writing of the Department's intent to award the contract as a result of this RFB.

After notification of the intent to award is made and under the supervision of agency staff, copies of all bids, with the exception of any and all materials deemed to be confidential and proprietary information, will be available for public inspection from 8:00 a.m. to 4:00 p.m. at 1 W. Wilson St., Room 655, Madison, WI 53704. Vendors should schedule reviews with Jessica A Harlan (See Section 1.6).

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3.5 Appeals Process

Notices of intent to protest and actual protests must be made in writing to the head of the procuring agency. Protestors should make their protests as specific as possible and should identify any statutes and/or Wisconsin Administrative Code provisions that are alleged to have been violated.

Any written notice of intent to protest the notice of intent to award a contract must be filed with:

Kitty Rhoades, Secretary
Wisconsin Department of Health Services
1 W. Wilson Street, Room 650
Madison, WI 53703

And received in the Secretary's office no later than five working days after the notice of intent to award is issued.

Any written protest must be received within 10 working days after the notice of intent to award is issued.

The decision of the head of the procuring agency may be appealed to the Secretary of the Department of Administration within five working days of decision issuance, with a copy of such appeal filed with the procuring agency. Any and all appeals must allege a violation of a Wisconsin statute or a section of the Wisconsin Administrative Code.

3.6 Other Eligible Parties

State of Wisconsin agencies, Wisconsin municipalities, other affiliated institutions and non-profit organizations specifically linked by their mission to the Department of Health Services, may desire to purchase from this contract. Upon mutual agreement of both the bidder and the Department, the same pricing, terms, and conditions, resulting from this RFB may be extended to other eligible parties as described above and/or the entities as defined in Wisconsin's Cooperative Purchasing Service Vendor Agreement DOA – 3333 (Reference Tab 2 – Bidder Forms (Required)).

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4 GENERAL MANDATORY REQUIREMENTS

4.1 General Requirements for Bid Response

The Bidders response to this Section must clearly demonstrate the capacity to handle the needs stated in this RFB in addition to the Bidders current workload. The State reserves the right to request supplementary information deemed pertinent to assure Bidders competence, business organization, and financial resources are adequate to successfully perform. This determination is at the sole discretion of the Department and by submitting a bid for this RFB the bidder agrees to these terms.

Requirements that include the word "must" or "shall" describe a mandatory requirement. Failure to meet a mandatory requirement may disqualify your bid. The awarded bidder must perform the required work in accordance with all federal, state, and local rules and regulations.

To complete Section 4 of the bid response, Bidder must:

- 1) provide an affirmative or negative response by checking **YES** or **NO** for each requirement where indicated;
- 2) describe how the specifications will be met and/or provide additional information where requested and;
- 3) complete any required form(s).

Only bids submitted by Bidders that meet all mandatory specifications will be considered for review. However, if no bidder is able to comply with a given specification, condition of bid or provide a specific item, the state reserves the right to delete that specification, condition of bid or item. Additional requirements may apply upon contract execution, specific to the services being provided. By checking **YES** bidder is agreeing to the terms and conditions of the requirement whether actual or implied after the execution of a contract. If supplemental materials will be provided, clearly mark all supplements with the corresponding section number.

NOTE: Failure to respond to all items in this section may be deemed as sufficient reason to reject a bid. Format your response to correspond numerically with items on the Submittal Instruction (See Section 2.4).

4.2 Bidder Qualifications

The Bidder must demonstrate that it has the appropriate skill, judgment, experience and resources to provide the Nursing home appraisal services as described in Section 1.2.1. At a minimum, this shall include the following:

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4.2.1 Yes No

Bidder has a minimum of three years' experience in the evaluation or appraisal of Nursing home property.

4.2.2 Yes No

Bidder or an officer within the Bidder's firm is a member of a nationally recognized society of appraisers.

4.2.3 Yes No

Bidder owns or has a subscription to the "BVS – Commercial" software.

4.2.4 Yes No

Bidder agrees to maintain a quality control system in keeping with the guidelines and requirements outlined in this RFB for ensuring accuracy, timeliness, and quality of service provided.

4.3 Staffing Requirements

Bidder must demonstrate that it has the appropriate staffing and resources to provide the Nursing home appraisal services as described in Section 1.2.1. At a minimum, this shall include the following:

4.3.1 Yes No

Bidder's Contract Manager / Project Team Leader has at least three years of experience in commercial property appraisal or has access to corporate expertise within the business model of the Bidder.

4.3.2 Yes No

Bidder's Contract Manager / Project Team Leader will be responsible for quality control of all appraisals.

4.3.3 Yes No

Bidder's Contract Manager / Project Team Leader will be responsible for timely completion of the appraisal team's work throughout the duration of the Nursing Home Property Appraisal Contract.

4.3.4 Yes No

Bidder agrees to appoint a contact person who will be available to consult with DLTC personnel during normal working hours (8:00-4:30 Central Time, Monday - Friday), for ongoing communication and resolution of day-to-day questions.

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4.3.5 Yes No

Bidder agrees that DHS will retain the right to require the reassignment of an employee or employees, as the Department may deem necessary.

Reasons for this request include, but are not limited to, incompetence, carelessness, disruptive or otherwise objectionable behavior.

4.3.6 Documentation of Staffing Resources

Bidder must demonstrate that they have sufficient access to qualified staff resources; either employed directly or through qualified subcontractors to complete the on-site evaluations.

Bidders are to complete the Attachment D – Staff Resources Form. Bidder must include the résumé's for the Contract Manager / Project Team Leader and all staff identified in Attachment D.

4.4 BVS – Commercial System

The Marshall & Swift Commercial Building Valuation System is the tool selected by the Department to impute a depreciated replacement cost for the buildings comprising each Nursing home. The Department has decided to employ a subset of all possible “BVS – Commercial” variables, choosing those parameters that have the most significant impact on replacement cost. These variables are enumerated in Section 4.4.1. The BVS – Commercial Nursing home model defaults should be used for those values not listed or defined below.

Of paramount importance to the Department is the assurance that the values determined for each variable are as objective as possible and hence can be replicated within reasonable tolerances. To this end, certain standards shall be developed and strictly adhered to. Accompanying the Marshall & Swift Commercial Building Valuation System is a reference guide, hereafter referred to as the BVS – Commercial Reference Guide, which forms the basis for such standards, subject to modifications and refinements as stipulated below in Section 4.4.1. The awarded vendor shall follow the BVS – Commercial Reference Guide in determining all of the variables listed. Further refinements and possible modifications shall be subject to negotiations between the Department and the awarded vendor as described in Section 4.4.2.

Bidder agrees to fulfill the following requirements as per Section 4.4 Yes No .

4.4.1 Description of Variables

Each section of a Nursing home requires a separate valuation of BVS – Commercial variables. A “section” is a completed building unit or addition that was designed and constructed as a single project with a uniform construction type as defined in the BVS – Commercial Reference Guide. Basements are considered separate sections. Each section will be uniquely identified through its POP ID# as provided by the Department and a section number assigned by the appraiser as prescribed in item 15.

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The instructions for the BVS – Commercial Data Collection and Input Form are described in the BVS – Commercial Reference Guide. The Bidder will provide the following variables in accordance with the BVS – Commercial Reference Guide, without exception.

1. Policy Number – POP ID# as indicated on Attachment A
3. Property Owner – Name of Nursing home
- 4-6. Address
7. Zip Code
15. Section Number – assign lowest number to oldest sections and have basements immediately follow the section they are beneath.
16. Occupancy – this will be primarily nursing home or basement
17. Construction Classification
18. Number of Stories
19. Gross Floor Area – shall be the determination of the exterior dimensions of all interior areas including stairwells of each floor. Specifically excluded are areas such as outdoor patios, covered walkways, and carports. In addition to the BVS – Commercial variables, square footage measurements shall be reported for (a) non-Nursing home areas; (b) shared service areas by type of service; and (c) revenue-generating areas. Shared area measurements as well as the measurements of non-nursing home and vacant areas should include adjacent hallways and stairways if applicable. If the shared area has common hallways and stairs with other non-shared areas, the stairs and hallways should be prorated between the adjacent areas in proportion to the total square feet of each area sharing the common hallways and stairs. This proration of hallways and stairs is only done to assign that space for the gross measurements of shared, vacant and non-nursing home areas. Once the gross square footage of these areas is determined, including adjacent hallways and stairways, no allocation of any of the gross shared area square footages to the nursing home is required of the appraiser. The Department shall provide a listing of known-shared areas by facility. In many cases only the measurements, and not the valuations, of shared areas are required, but the final report must clearly identify the location of the shared areas and whether or not they were part of a section that was valued. In certain instances, the Contractor may be required to contact the Department's Nursing home auditor prior to the on-site visit for additional information. In addition, the Contractor shall attempt to identify any other shared areas not previously identified by the Medicaid Auditor.

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20. Construction Quality
21. Year Built
22. Building Effective Age
23. Building Condition
24. Depreciation Percent
25. Exterior Wall Material
27. Total Perimeter – common walls between sections are to be excluded from both
28. Average Story Height
31. Heating System
32. Cooling System
34. Passenger Elevators – actual number
35. Freight Elevators – actual number
36. Sprinkler System – percent of gross area served
37. Manual Fire Alarm System – percent of gross area served
38. Automatic Fire Detection – percent of gross area served

NOTE: Land values are not to be included as a component of the evaluations. Site improvements such as landscaping, parking lots, and exterior lighting should also be excluded.

4.4.2 Refinements Subject to Negotiation

Bidder agrees to the following requirements / circumstances regarding refinements in appraisals, which may be subject to negotiation.

- a) The value of a Nursing home is difficult to determine because many facilities are involved in a variety of other enterprises. One or several other enterprises such as day care centers, community based residential facilities, apartment buildings, hospitals, etc., may be connected to nursing facilities. These enterprises would typically share services such as administration, dietary, and maintenance with the Nursing home.
- b) The Department has, therefore, developed more specific guidelines and instructions regarding the treatment of shared areas for all on-site Nursing home evaluations. The Department will furnish the awarded vendor with an Appraisal Worksheet, along with Special Instructions to the vendor (Sample – Attachment E), which will identify the buildings to be appraised. The Department's Appraisal Worksheet for each Nursing facility will identify which buildings/components to appraise. The Appraisal Worksheet will also

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identify any additional measurements needed and whether they are inside or outside of the building(s) to be appraised. Copies of the worksheets for year 2015 will be available for inspection by the awarded vendor prior to appraisal. Appraisal worksheets and instructions for on-site evaluations designated for years two and three of the contract will be available when fieldwork begins in years 2016 and 2017. If additional shared areas, vacant spaces, or non-nursing home areas are discovered during the evaluation process, the vendor shall identify the square footage on the Appraisal Worksheet. All shared areas, vacant spaces, or non-nursing home areas shall also be identified by the section of their location as well as on each Nursing home floor plan. The vendor shall include a copy of the completed "Appraisal Worksheet" in each evaluation report.

- c) BVS – Commercial automatically calculates depreciation percentages based on the reported building condition and effective age. The awarded vendor shall use the depreciation percentages calculated by BVS – Commercial in all cases. In no instance should the vendor override the depreciation percentage calculated by BVS – Commercial.
- d) Items 20, 22, and 23 in Section 4.4.1 require professional judgment on the part of the appraiser and are not quantitatively defined in the BVS – Commercial Reference Guide. The awarded vendor shall work with the Department or its designee in developing methods for evaluating these variables consistent with the BVS – Commercial Reference Guide within reasonable limits. The building condition should not be rated above "good". An objective and quantitative methodology should be utilized to determine effective age. The Department's definition of depreciation for purposes of this contractual service shall measure both physical deterioration and functional obsolescence; economic obsolescence shall not be considered. As part of the process, the Department shall require written justification each time a section deviates outside of a negotiated range.

Bidder agrees to the following requirements / circumstances regarding refinements in appraisals that may require written justification, and agrees to provide this written justification under, but not limited to, the following circumstances.

- a) Whether any buildings or sections may be excluded because they provide no Nursing home function (e.g., administrator's residence).
- b) Use of a BVS – Commercial model other than the Nursing home model for those sections that are:

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- i. primarily non-Nursing home
 - ii. originally non-Nursing home
 - iii. outbuildings with specific functions other than Nursing home.
- c) Differentiation of basement types and how, within BVS – Commercial, to value a basement with interior of the same quality as the floor above.
 - d) How and if to evaluate crawl space and tunnels.
 - e) The convention for number of stories versus basement for homes built on a hillside.
 - f) Number of stories when top floor is only a cupola or penthouse.
 - g) Guidelines shall be developed to determine which outbuildings shall be included for valuation and which shall be considered land improvements.

No additions should be made for the BVS – Commercial variables “miscellaneous additional features,” “equipment,” or “building items and site improvements,” nor should the BVS – Commercial variable “user adjustment factors” be used unless these variables were used for an individual facility in the last full appraisal done for the department under the prior contract. These additions should be removed if they no longer apply to the facility.

Criteria shall be developed with the Department or its designee to attempt to compensate in those instances when the value of the whole is determined to be less than the value of its individual sections. It is envisioned that this technique applies to no more than five percent of the Nursing homes.

4.4.3 Replacement Cost Calculations

The Marshall & Swift Commercial Building Valuation System shall compute the un-depreciated and depreciated replacement costs of each section using the values determined for the variables in Section 4.4.1 Description of Variables, and the BVS – Commercial default Nursing home model values for all other variables.

Since “BVS – Commercial” is needed to determine replacement cost, the vendor shall obtain access to the Marshall & Swift Commercial Building Valuation System for purposes of data input. Copies of PC compatible compact disks or flash drives containing the data, as well as the evaluations, shall be furnished to the Department upon completion of the evaluations. Electronic copies of the updates will be sent to the Bureau of Fiscal Management (BFM) – DLTC. Media, form, and exact electronic address will be negotiated by the Contractor and BFM – DLTC.

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4.5 Reporting

Bidder agrees to fulfill the following requirements as per Section 4.5 Yes No .

4.5.1 Draft Appraisal Reports

Bidder agrees to send a draft report to the Department no later than two weeks after each Medicaid certified Nursing home on-site evaluation. The Department will review the reports to ensure that the contents meet with the appraisal requirements requested in this document. If the Department approves the draft report, an approval letter will be sent to the vendor. If the draft report is not approved, the vendor shall accommodate all corrections required by the Department.

Vendor shall return a corrected draft appraisal within two weeks of receiving the correction letter. The vendor shall also send a copy of all reports and corrections to the pertinent Nursing home provider.

4.5.2 Final Report Transmittal

The vendor will be responsible for providing reports upon completion of each on-site evaluation. A separate report is required for each section as described above. It will include only the BVS – Commercial variables specified and the un-depreciated and depreciated replacement cost as calculated by BVS – Commercial. In addition, the number of licensed beds as provided by the Nursing home during the on-site inspection shall be included. If a particular section has no beds, its function should be specified instead. Accompanying this information will be any interior square footage amounts for non-Nursing areas, shared service areas, and revenue generating areas as described in Section 4.4.1, item number 19.

Completed evaluation reports shall be due by June 30th in years 2015, 2016, and 2017 for Nursing homes for which the Contractor reruns “BVS – Commercial” to update appraisals from on-site evaluations completed in years 2013, 2014, and 2015.

The vendor will transmit final reports to the evaluated Nursing homes via both e-mail and Certified Mail – Return Receipt Requested. This transmittal shall include a copy of the Department’s approval letter and a copy of the Evaluation Appeal Protocol Form (Attachment F) to contest the information contained in the final report.

All final appraisal reports must be submitted to the Department no later than June 30th in each year of the appraisal contract. All copies of the reports become the property of the State of Wisconsin. Each final report will include a summary sheet and the summary must contain the total undepreciated replacement cost, the total depreciated replacement cost, the total number of licensed beds as provided by the Nursing home, and the total number of sections as determined by the on-site appraiser.

The format for the final reports will be negotiated by the awarded vendor and the Department or its designee prior to any on-site inspections. All reports will be submitted electronically. Text and tables will be in Microsoft Word format. Images, maps, and sketches will be in JPG format. All reports and

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supporting property evaluation worksheets shall become the property of the State of Wisconsin upon completion of each on-site evaluation.

Note: Any intentional falsification of reports may result in contract termination.

4.5.3 Request for Hearings

In cases where an Administrative Hearing is requested, DLTC will meet with the vendors Project Director to determine if a re-evaluation is necessary.

At the request of the vendor, the Department shall provide copies of the latest available evaluation reports, most of which were completed during 2012 – 2014.

4.5.4 Representation at Hearings

If any Medicaid certified Nursing home providers contest the property reimbursement resulting from the Vendor's on-site property appraisal, the vendor agrees that it shall be responsible for testifying at any administrative hearings under Chapter 227 of the Wisconsin Statutes. The Vendor's representation at such hearings shall be at no additional cost.

4.6 References and Vendor Statement(s)

Bidder must provide a comprehensive list of all clients reflecting the last year of commercial appraisal services using Vendor Reference form DOA-3478. Include points of contact (person's name, company name, address, email address, and telephone number) and a brief description of the project or assignment that was the basis for the business relationship. Completed form (DOA-3478) will be considered your response to this section. (NOTE: Potential subcontractors or DHS staff cannot be references.)

The procuring agency will determine which, if any, references to contact and/or to visit to assess the quality of work performed, the personnel assigned to the project, and/or to see the product in use. The bidder will not be present during any reference check site visits. The results of any reference checks may be used to clarify and substantiate information in the bid submission. If contacted, all references should verify that a high level of satisfaction was provided. DHS may also utilize other pertinent sources of information regarding the services provided by the bidder.

4.6.1 Disclosure Statements

Vendor is required to complete the Financial / Business Relationship form (Attachment C) disclosing any financial or business relationships that exist with any of the nursing homes listed in Attachment A.

Bidder must provide a comprehensive list of past and current litigation. List must provide individual or company and, if possible, settlement amount. If no litigation issues, stipulate the same on a separate sheet of paper with a header – Litigation History. Sanctions or convictions of fraud or falsifying records or other relevant legal action may be grounds for disqualification.

Nursing Home Appraisals

Furthermore, Bidder must disclose any past contract actions brought against the organization for breach of contract or any contracts that were terminated because of the organization's breach or financial instability.

If the vendor is a subsidiary, this information must also be submitted for all parent companies. If the vendor will use subcontractors, associated companies, or others to complete the work of the project, the vendor's responses must include pertinent subcontractor information.

4.6.2 Financial Statements

Bidders and each subcontractor (if any) must be able to substantiate their financial stability. Independently audited financial statements for the last three completed fiscal years, along with additional supporting documentation (Income Statement, Statement of Cash Flows, Balance Sheet, and Statement of Change in Financial Position along with all auditors' notes) must be submitted with the bid response. If the Bidder is a subsidiary, the parent company must be identified and the consolidated audited financial statements of the parent company must be submitted. The State may request reports on financial stability from independent financial rating services to substantiate the bidding vendor's stability. Vendor name is to be included on each page submitted.

If no audit was required, please explain why and submit two years of financial statements certified by two officers of the Board of Directors, and the chief financial officer/financial manager.

Nursing Home Appraisals

5 COST SUBMISSION

The total bid price will represent an all-inclusive bid for all costs associated with this contract and all costs to perform the requirements enumerated in the RFB.

Instructions: Insert the name of the bidder below:

Name:

Total homes to be appraised: 370

Instructions: Complete Column A and Column C.

Column B is the Fixed Price per Home bid for this RFB. This amount is only allowed to be carried to two decimal points. Column C is the sum of the amount in Column A multiplied by the number of homes to be appraised (370) bid for this RFB in Column B. The amount listed in Column C is the amount that will be considered the official bid amount for this RFB

Column A	Column B	Column C
Fixed Price Per Home	Quantity	Total Cost
\$ ____.	370	\$ ____.

Bidder's Signature

Date

NOTE: No other costs, including but not limited to other direct, indirect, allocated, travel, or incidental expenses may be proposed or charged to the ensuing contract. Bid must be inclusive of all costs associated with performance of contract requirements and fulfillment of contract deliverables. The total in Column C represents the official bid amount for this RFB.

Nursing Home Appraisals

5.1 Fixed Price Period

All prices, costs, and conditions outlined in the bid shall remain fixed for the duration of the contract, starting on the due date for bids. Price adjustments will not be allowable.

5.2 Price Clarifications

The Department reserves the right to clarify any pricing discrepancies related to assumptions on the part of any vendor. Such clarification will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.

Nursing Home Appraisals

6 SPECIAL CONTRACT TERMS AND CONDITIONS

6.1 Payment Terms and Schedule

Upon receipt of an approval letter from DLTC, the appraiser may invoice the facility. The State assumes no liability for nursing home payments to the Contractor for services performed under this contract. If a facility is late in paying the invoice, the appraiser can notify DLTC and DLTC will contact the facility with information regarding payment due to the contractor and/or penalties for non-compliance.

Contractor is prohibited for invoicing over the amount of the rate bid.

6.2 Prime Contractor and Subcontractors

Subcontracting may be allowed in this contract. The prime contractor will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the bidder must clearly explain their participation.

The Department of Health Services, Division of Long Term Care will make the final determination of acceptability of the subcontractor.

6.3 Indemnification

The Contractor shall indemnify and hold harmless the State and all of its officers, employees and agents from and against any suits, causes, actions, claims, costs and expenses including States attorney fees in connection with civil or criminal action or bodily injury to any person or damage to any property an individual caused by or arising out of any act or omission of the Contractor, its officers, employees or agents.

6.4 Liquidated Damages

The contractor is expected to meet all delivery dates negotiated and specified in the contract. The contractor agrees the Department shall have the right to liquidate any damages, through deduction from the contractor's invoices, in the amount equal to the damages incurred, or by direct billing to the contractor.

6.5 News Releases

News releases pertaining to this procurement or any part of the bid shall not be made without prior approval of the Department.

Nursing Home Appraisals

6.6 Supplier Diversity

6.6.1 Minority-Owned Business Enterprise

Minority-owned business enterprises (MBEs) are certified by the Wisconsin Supplier Diversity Program. This program can be found at: <https://wisdp.wi.gov/>. The State of Wisconsin is committed to the promotion of MBEs in the State's purchasing program. Wisconsin statutes provide for a permissive 5% price preference for certified MBEs that compete for State contracts. This means that State agencies may make an award to the MBE submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid. (A bidder preference will not be considered on a printing or stationery procurement.) Policy provides that MBEs should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to MBEs or by using such enterprises to provide goods and services incidental to this agreement.

The supplier/contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program and their contract amount.

A listing of certified MBEs, as well as the services and commodities they provide, is available at: <http://wisdp.wi.gov/search.aspx>.

6.6.2 Veteran-Owned Business

The State of Wisconsin encourages the participation of veteran-owned businesses (VBs) in the statewide purchasing program by inviting VBs to actively solicit public purchasing business and by reducing undue impediments to such participation. VBs are certified by the Department of Veterans Affairs (DVA). Applicants must complete a Veteran-owned Business Request for Certification form (WDVA 1037). Contact the DVA at: <http://dva.state.wi.us/>. Currently there is no price preference for certified VBs that compete for State contracts.

6.6.3 Disabled Veteran-Owned Business

Disabled veteran-owned businesses (DVBs) are certified by the Wisconsin Supplier Diversity Program. This program can be found at: <https://wisdp.wi.gov/>. The State of Wisconsin is committed to the promotion of DVBs in the State's purchasing program. Wisconsin statutes provide for a permissive 5% price preference for certified DVBs that compete for State contracts. This means that State agencies may make an award to the DVB submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid. (A bidder preference will not be considered on a printing or stationery procurement.) Policy provides that DVBs should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to DVBs or by using such enterprises to provide goods and services incidental to this agreement.

Nursing Home Appraisals

The supplier/contractor shall furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Supplier Diversity Program and their contract amount.

A listing of certified DVBs, as well as the services and commodities they provide, is available at: <http://wisdp.wi.gov/search.aspx>.

6.6.4 Woman-Owned Business Enterprise

Woman-owned business enterprises (WBEs) are certified by the Woman's Business Ombudsman. This program can be found at: <https://wisdp.wi.gov/>.

State certified WBEs are able to provide both governmental entities and private companies with a credible recognition of the business' ownership. The WBE certification may serve as an additional marketing tool when seeking contract opportunities with entities that place a value on having a diverse supplier base. Currently there is no price preference for certified WBEs that compete for State contracts.

A listing of certified WBEs, as well as the services and commodities they provide, is available at: <http://wisdp.wi.gov/search.aspx>.

6.7 Executed Contract to Constitute Entire Agreement

In the event of contract award, the contents of this RFB (including all attachments), RFB addenda and revisions, and the bid of the successful bidder, and additional terms agreed to, in writing, by the Department and the contractor shall become part of the contract. Failure of the successful bidder to accept these as a contractual agreement may result in a cancellation of award. The following priority for contract documents will be used if there are conflicts or disputes:

- 1) Official purchase order.
- 2) The respective agreement/contract.
- 3) Vendor's bid awarded in soliciting work.
- 4) State's RFB.
- 5) State of Wisconsin Standard Terms and Conditions ([DOA-3054](#) and [DOA-3681](#)).

6.8 Termination of Contract

The Department may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the contractor. Upon termination, the Department's liability will be limited to the pro rata cost of the services within the limits of the fixed-price contract work performed as of the date of termination with the prior written approval of the Department. In the event the contractor terminates the contract, for any reason whatsoever, it will refund to the agency within 14 days of said termination all payments made hereunder by the Department to the contractor for work not completed or not accepted

Nursing Home Appraisals

by the Department. Such termination will require written notice to that effect to be delivered by the contractor to the Department not less than 14 days prior to said termination.

6.9 Standard Terms and Conditions

The State of Wisconsin Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681) shall govern this solicitation and subsequent award. In the event of a conflict between the Standard and Supplemental Standard Terms and Conditions and this solicitation, the terms of RFB # S-0304 DLTC-14, including any amendments, shall prevail.

Vendors must accept all terms and conditions or submit point-by-point exceptions along with proposed alternative or additional language for each point, including any supplemental documents. Submission of any standard vendor contracts as a substitute for language in the terms and conditions is not a sufficient response to this requirement and may result in rejection of the vendor's bid.

Failure of the successful Bidder to accept these obligations in a contractual agreement may result in cancellation of the award. The State reserves the right to negotiate contractual terms and conditions other than those in the State of Wisconsin Contract when it is in the best interest of the State to do so.

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7 POST AWARD REQUIREMENTS

7.1 Affirmative Action

As required by Wisconsin's Contract Compliance Law (s. 16.765, Wis. Stat.), every Provider contracting with the Purchaser must agree to equal employment and affirmative action policies and practices in its employment programs. The Provider must submit an Affirmative Action Plan to the Purchaser in accordance with the Wisconsin Office of Contract Compliance instructions posted on the following website: <http://vendornet.state.wi.us/vendornet/contract/contcom.asp>.

An affirmative action plan is required from a Provider who receives a state contract over \$50,000 AND who has a work force of 25 or more employees as of the award date, unless the Provider is exempt by established criteria. The plan is due to the Purchaser within 15 working days of the award date of the Purchaser's contract. The plan must have been prepared or revised not more than one year prior to the award date of the contract. Universities, other states and local governments, except those of the State of Wisconsin who receive state contracts of over \$50,000, must submit affirmative action plans in the same manner as the Provider.

7.2 Civil Rights Compliance

In agreements for the provision of services to clients, the Provider must comply with all Federal Civil Rights laws applicable to service delivery requirements. The Provider agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules and regulations, as they pertain to the services covered by this agreement. All Providers must submit the appropriate CRC documentation within 15 working days of the award date of the agreement or contract in accordance with the procedures outline on the following website: <http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>.

ATTACHMENT A

NURSING HOMES 2015 APPRAISAL LIST

POP ID	FACILITY NAME	CITY	COUNTY
111	Oak Park Nursing & Rehab Ctr	Madison	Dane
113	St Marys Care Ctr	Madison	Dane
114	Ashland Hlth Rehab/Ctr	Ashland	Ashland
143	Northern Lights Manor	Washburn	Bayfield
145	Beaver Dam Care Center	Beaver Dam	Dodge
148	Wellspring	Milwaukee	Milwaukee
150	Beloit Hlth/Rehab Ctr	Beloit	Rock
159	Bethel Home	Oshkosh	Winnebago
160	Bethesda Lutheran Home	Watertown	Jefferson
170	Brookside Care Center	Kenosha	Kenosha
173	American Lutheran Home-Mondovi	Mondovi	Buffalo
174	Burnett Med Ctr – SNF	Grantsburg	Burnett
209	Cedar Crest Health Ctr	Janesville	Rock
210	Cedar Lake Hlth Care Ctr	West Bend	Washington
212	Villa Marina Hlth/Rehab	Superior	Douglas
213	Chilton Health Care	Chilton	Calumet
228	Belmont Center	Madison	Dane
229	Colonial Mnr Med/Rehab Ct	Wausau	Marathon
230	Colonial Manor	Milwaukee	Milwaukee
233	Spooner Health System	Spooner	Washburn
238	Continental Manor	Abbotsford	Marathon
242	Court Manor Health/Rehab	Ashland	Ashland
243	Crandon Nursing Home, The	Crandon	Forest
245	Christian Community-Osceola	Osceola	St Croix
246	Cumberland Mem Hosp-ECU	Cumberland	Barron
247	Dove Hlthcare Nursg & Rehab	Eau Claire	Eau Claire
250	Christian Comm Hm of Huds	Hudson	St.Croix
277	Door Co Mem Hosp SNF	Sturgeon Bay	Door
278	Dorchester Health and Rehab	Sturgeon Bay	Door
305	Mem Comm Hosp LTC Fac	Edgerton	Rock
309	Lakeshore Manor	Racine	Racine
331	Fairhaven Corporation	Whitewater	Walworth
336	Family Heritage Care Ctr	Black River Falls	Jackson
337	North Ridge Med/Rehab Ctr	Manitowoc	Manitowoc
338	Kennedy Park Med & Rehab	Schofield	Marathon
342	South Pointe Hlth Care Ct	Greenfield	Milwaukee
343	Fennimore Good Sam Ctr	Fennimore	Grant
350	Friendly Village	Rhineland	Oneida
352	Franciscan Villa of S Milw	South Milwaukee	Milwaukee
353	Trinity Village	Milwaukee	Milwaukee
380	Golden Age Manor	Amery	Polk
386	Grand View Care Ctr, Inc	Blair	Trempealeau
390	Greenway Manor	Spring Green	Sauk
401	Hales Corners Care Center	Hales Corners	Milwaukee
402	Hamilton Memorial Home	Two Rivers	Manitowoc
405	Hayward NH	Hayward	Sawyer
408	Oregon Manor Ltd	Oregon	Dane
409	Heartland HCC-Pewaukee	Waukesha	Waukesha
411	Heritage Nursing Home	Port Washington	Ozaukee

ATTACHMENT A

POP ID	FACILITY NAME	CITY	COUNTY
413	Fair View Home	Mauston	Juneau
414	Hetzel Care Center, Inc	Bloomer	Chippewa
418	Cedar Springs	Cedarburg	Ozaukee
427	Lutheran Home, Inc	Wauwatosa	Milwaukee
429	Homme Home for the Aging	Wittenberg	Shawano
430	Hope Health and Rehab Ctr	Lomira	Dodge
431	Hospitality Nursing and Rehab	Kenosha	Kenosha
450	NewCare, Inc.	Crivitz	Marinette
465	St Clare Meadows	Baraboo	Portage
483	Knapp Haven	Chetek	Barron
508	Lakeland NH	Elkhorn	Walworth
509	Lakeview Manor	Weyauwega	Waupaca
511	Lancaster Care Center	Lancaster	Grant
517	Lincoln Village Conv Cnt	Racine	Racine
518	Lodi Good Samaritan Ctr	Lodi	Columbia
520	Luther Manor	Wauwatosa	Milwaukee
539	Mayville Nurs/Rehab Ctr	Mayville	Dodge
545	Marquardt Mem Manor Inc	Watertown	Dodge
554	Memorial N H	Boscobel	Grant
555	Menomonee Falls HCC	Menomonee Falls	Waukesha
557	Mellen Manor	Mellen	Ashland
558	Maplewood Center	West Allis	Milwaukee
560	Middle River HCC	South Range	Douglas
565	Milwaukee Catholic Home	Milwaukee	Milwaukee
568	Mineral Pt Care Ctr	Mineral Point	Iowa
570	Monroe Manor Nurs/Rehab	Monroe	Green
572	Beverly H/Rehab Superior	Superior	Douglas
575	Morrow Mem Home/Aged Inc	Sparta	Monroe
581	Mulder H C F	West Salem	Lacrosse
585	Capitol Lakes Health Center	Madison	Dane
588	Mercy Res & Rehab Ctr	Milwaukee	Milwaukee
606	New Glarus Home, Inc	New Glarus	Green
612	Oakwood Village East	Madison	Dane
614	NuRoc HealthCare	Laona	Forest
662	Oakridge Gardens Nurs Ctr	Menasha	Winnebago
663	Oakwood Luth-Hebron Hall	Madison	Dane
670	Osseo Area Hosp/NH Inc	Osseo	Trempealeau
701	River's Bend Hlth/Rehab	Manitowoc	Manitowoc
703	Park Manor	Park Falls	Price
712	Heartland HCC- Platteville	Platteville	Grant
722	Pine Valley Hlthcr/Rehab	Richland Center	Richland
730	Pleasant View N H	Phillips	Price
731	Portage County HCC	Stevens Point	Portage
762	Maple Ridge Health and Rehab	Milwaukee	Milwaukee
763	River Hills West HCC	Pewaukee	Waukesha
764	River Pines Stevens Point Center	Stevens Point	Portage
765	Markesan Resident Home	Markesan	Green Lake
767	Wisconsin Rapids Nursing and rehab	Wisconsin rapids	Wood
768	Crystal River Nurs/Rehab	Waupaca	Waupaca
772	Rock County	Janesville	Rock
775	Rolling Hills Rehab Ctr	Sparta	Monroe
784	Rennes DePere	DePere	Brown

ATTACHMENT A

POP ID	FACILITY NAME	CITY	COUNTY
785	Rennes Appleton	Appleton	Outagamie
806	Santa Maria NH	Green Bay	Brown
810	Shady Lane	Manitowoc	Manitowoc
815	Sheboygan Senior Community	Sheboygan	Sheboygan
817	Sheridan Med Complex	Kenosha	Kenosha
820	Shorehaven Health Center	Oconomowoc	Waukesha
821	Skaalen Sunset Home	Stoughton	Dane
822	Sky View Nursing Center	Hurley	Iron
827	St Anne's Home/Elderly	Milwaukee	Milwaukee
828	St Anne's Rest Home	Milwaukee	Milwaukee
834	St Croix Valley Good Sam	St Croix Falls	Polk
835	St Francis Hm In The Park	Superior	Douglas
837	St Francis Home	Fond Du Lac	Fond Du Lac
839	St John's	Milwaukee	Milwaukee
841	St Joseph's Home	Kenosha	Kenosha
842	St Joseph's Rehab Center	La Crosse	Lacrosse
864	Scandia Village Good Sam	Sister Bay	Door
885	Tri-County Mem Hosp NH	Whitehall	Trempealeau
887	Alexian Village of Milw	Milwaukee	Milwaukee
889	Terraceview Living Center	Shell Lake	Washburn
890	Transitional Care Unit	Fond Du Lac	Fond Du Lac
910	Valley Hlth Care Ctr	Hayward	Sawyer
916	Villa Loretto NH	Mount Calvary	Fond Du Lac
920	Villa Maria Hlth & Rehab Ct	Hurley	Iron
921	Virginia Highlands H&R Ctr	Germantown	Washington
932	Heartland - Washington Mnr	Kenosha	Kenosha
933	Beverly Terrace	Watertown	Dodge
936	Florence Villa	Florence	Florence
942	Weyauwega HCC	Weyauwega	Waupaca
944	Willowbrook N & Rehab Ct	Lake Mills	Jefferson
945	Willowcrest Care Center	South Milwaukee	Milwaukee
947	Willowfield N & Rehab Ctr	Delavan	Walworth
948	Woods Crossing	Brodhead	
949	Willows	Sun Prairie	Dane
953	Wis Luth Care Center	Milwaukee	Milwaukee
957	Brookfield Care Center	Brookfield	Waukesha
959	Woodstock Hlth & Rehab Ct	Kenosha	Kenosha

ATTACHMENT A

NURSING HOMES 2016 APPRAISAL LIST

POP ID	FACILITY NAME	CITY	COUNTY
103	Algoma LTC Unit	Algoma	Kewaunee
108	ManorCare Health Services	Appleton	Outagamie
109	ManorCare Health Services East	Green Bay	Brown
110	ManorCare Health Services West	Green Bay	Brown
112	Appleton Health Care Center	Appleton	Outagamie
120	Care-Age of Brookfield	Brookfield	Milwaukee
146	Hillside Manor	Beaver Dam	Dodge
147	Beechwood Rest Home	Kewaskum	Sheboygan
153	Juliette Manor	Berlin	Green Lake
154	Bethany Home	Waupaca	Waupaca
157	Bethel Center	Arpin	Wood
162	Birch Hill Hlthcare Ctr	Shawano	Shawano
167	Bornemann NH, Inc	Green Bay	Brown
168	Bradley Health and Rehab	Milwaukee	Milwaukee
171	Brown County Treatment Center-Bayshore V	Green Bay	Brown
176	Bethany-Riverside	La Crosse	Lacrosse
202	Calumet Hmstd Rehab Ctr	New Holstein	Calumet
207	All About Life Rehab Ctr	Fond Du Lac	Fond Du Lac
208	Premier Rehabilitation	Beloit	Rock
218	Christian Home & Rehab Ctr	Waupun	Dodge
231	Columbia Hlth Care Ctr	Wyocena	Columbia
232	Columbus Center	Columbus	Columbia
235	Wis Dells Hlth/Rehab Ctr	Wisconsin Del	Columbia
237	Continental Manor Hlth/Reha	Randolph	Dodge
276	Clearview North	Juneau	Dodge
306	Edgewater Haven NH	Port Edwards	Wood
310	Middleton Village	Middleton	Dane
312	Evergreen HCC Inc	Shawano	Shawano
334	Sharpe Care, Ltd	Oconto Falls	Oconto
339	Fox River	Appleton	Outagamie
340	Bridgewood Nursing and Rehab	Neenah	Winnebago
341	Strawberry Lane Healthcare Ctr.	Wisconsin Rap	Wood
348	Four Winds Manor	Verona	Dane
351	Franciscan Woods	Brookfield	Waukesha
377	Western Village	Green Bay	Brown
381	Golden Age Nursing Home	Tomahawk	Lincoln
382	Rib Lake H C C	Rib Lake	Taylor
384	Grancare Nursing Center	Green Bay	Brown
385	Grande Prairie H & R Ctr	Pleasant Prairi	Kenosha
389	Greentree Hlth/Rehab Ctr	Clintonville	Waupaca
392	EastCastle	Milwaukee	Milwaukee
394	Good Shepard Home	Seymour	Outagamie

ATTACHMENT A

POP ID	FACILITY NAME	CITY	COUNTY
410	Sheboygan Progressive Care Ctr.	Sheboygan	Sheboygan
433	Manawa Comm Nurs Ctr Inc	Manawa	Waupaca
452	Iola Nursing Home	Iola	Waupaca
481	Karmenta Center	Madison	Dane
482	Kewaunee Hlth Care Center	Kewaunee	Kewaunee
501	Ladysmith Nursing Home	Ladysmith	Rusk
505	Ladysmith Living Center	Ladysmith	Rusk
513	Lasata Care Center	Cedarburg	Ozaukee
514	Rennes-Rhineland	Rhineland	Oneida
519	Luther Home	Marinette	Marinette
523	Linden Grove-Men Falls	Menomonee F	Waukesha
529	Marywood Conv Ctr	Wausau	Marathon
532	Manitowoc Health Care Ctr	Manitowoc	Manitowoc
535	Maple Lane Hlth Care Ctr	Shawano	Shawano
536	ManorCare Health Svcs	Fond Du Lac	Fond Du Lac
537	Deerfield Care Center	New Richmond	St Croix
538	Maplewood of Sauk prairie	Sauk City	Sauk
546	Marshfield Center	Marshfield	Wood
547	Maryhill Manor, Inc	Niagara	Marinette
549	Meadow View Manor NH	Sheboygan	Sheboygan
550	Aspirus Medford Hospital & Clinics	Medford	Taylor
562	Millway Healthcare LLC	Milwaukee	Milwaukee
571	Montello Care Ctr, Inc	Montello	Marquette
574	Morningside Hlth Center	Sheboygan	Sheboygan
598	Lake Country Manor	Oconomowoc	Waukesha
613	Norwood H C-Central	Marshfield	Wood
664	Omro Care Center	Omro	Winnebago
669	Winnebago Healthcare Ctr	Oshkosh	Winnebago
673	Odd Fellow Home	Green Bay	Brown
706	Parkview	New Richmond	St Croix
707	Parkside Care Center	Little Chute	Outagamie
709	Parkview Manor Hlth/Rehab	Green Bay	Brown
710	Fountain View Care Center	Ripon	Fond Du Lac
718	Pine Crest NH	Merrill	Lincoln
720	Pine Haven Christian Home	Sheboygan Fa	Sheboygan
721	Pine Manor HCC	Clintonville	Waupaca
723	Rennes H C East	Peshtigo	Marinette
732	Prairie Manor	PriaireduChien	Crawford
733	Peabody Manor, Inc.	Appleton	Outagamie
735	Valley Manor Nrsng Home	Plymouth	Sheboygan
753	Rennes Hlth Ctr-West	Peshtigo	Marinette
756	Ledge View Nurs Ctr, Inc	De Pere	Brown
770	Riverview Rehab/Care Ctr	Tomahawk	Lincoln
774	Rocky Knoll Health Care F	Plymouth	Sheboygan
776	HarborHaven	Fonddulac	Fond Du Lac

ATTACHMENT A

POP ID	FACILITY NAME	CITY	COUNTY
787	Rennes-Weston	Weston	Marathon
790	Stoney River Rehab	Weston	Marathon
801	Marian Franciscan Center	Milwaukee	Milwaukee
802	Silver Spring Hlth/Rehab	Milwaukee	Milwaukee
804	San Luis Med & Rehab Ctr	Green Bay	Brown
812	Waters of Seven Oaks, The	Glendale	Milwaukee
813	Heartland HCC – Shawano	Shawano	Shawano
845	St Joseph Residence	New London	Waupaca
850	St. Paul Elder Services, Inc.	Kaukauna	Outagamie
853	Crystal lake NH	Strum	St Croix
856	Sun Prairie HCC	Sun Prairie	Dane
857	Sunny Ridge	Sheboygan	Sheboygan
860	Eastview Med & Rehab Ctr	Antigo	Langlade
861	St. Dominic Villa	Hazel Green	Grant
931	Wausau Manor	Wausau	Marathon
937	Greendale Hlth/Rehab Ctr	Sheboygan	Sheboygan
943	Wild Rose Manor	Wild Rose	Waushara
946	Willowdale Nrs & Rehab Ct	New Holstein	Calumet
965	Woodland Village	Suring	Oconto
982	North Central Hlth C Fac	Wausau	Marathon

ATTACHMENT A

NURSING HOMES 2017 APPRAISAL LIST

POP ID	FACILITY NAME	CITY	COUNTY
105	American Heritage Cr Ct	Hammond	St. Croix
107	American Luth-Men Unit	Menomonie	Dunn
116	Augusta Area Nursing Home	Augusta	Eau Claire
118	Terrace At St Francis	Milwaukee	Milwaukee
141	Mayo Clinic-Northland	Barron	Barron
142	Barron Care and Rehab	Barron	Barron
151	Lake terrace	Milwaukee	Milwaukee
155	Bethany St Joseph Care Ct	La Crosse	Lacrosse
158	Bethel Home & Service, Inc	Viroqua	Vernon
163	Heartland Cntry Village	Black Earth	Dane
164	Maple Wood	Bloomer	Chippewa
165	Bloomfield Manor NH	Dodgeville	Iowa
168	Villa at bradley Estates	Milwaukee	Milwaukee
173	American Lutheran Home-East	Mondovi	Buffalo
201	Becker Shoop Center	Racine	Racine
203	Cameo Care Center	Milwaukee	Milwaukee
214	Wissota Health and Rehab	Chippewa Falls	Chippewa
216	Chippewa Manor N H	Chippewa Falls	Chippewa
217	Oakview Care Center	Durand	Pepin
221	Clark County HCC	Owen	Clark
224	Alden Meadow Park	Clinton	Rock
226	Colfax Rehab	Colfax	Dunn
227	Colonial Center	Colby	Clark
236	Evansville Manor	Evansville	Rock
239	Cornell Area Care Center	Cornell	Chippewa
241	Alden Estates of CountrySide, Inc.	Jefferson	Jefferson
244	Willow Ridge, Inc	Amery	Polk
249	Clement Manor Hlth Care C	Greenfield	Milwaukee
270	Dallas Hlthcare Ctr, Inc	Dallas	Barron
271	Badger Prairie HCC	Verona	Dane
275	Tivoli Terrace at Divine Savior	Portage	Columbia
281	Avanti	Minoqua	Oneida
282	The Neighbors-east	Menomonie	Dunn
283	The Neighbors-West	Menomonie	Dunn
280	The Neighbors-Central	Menomonie	Dunn
304	Clairemont, The	Eau Claire	Eau Claire
307	Heritage Manor	Elroy	Juneau
308	Ridgeview Terrace	Reedsburg	Sauk
313	Evergreen	Oshkosh	Winnebago
314	Eden	Oshkosh	Winnebago
332	Fall Creek Valley NH	Fall Creek	Eau Claire
344	FonDulac Lutheran Home	FonDulac	FonDulac

ATTACHMENT A

POP ID	FACILITY NAME	CITY	COUNTY
347	Golden Living Center	Fort Atkinson	Jefferson
349	Frederic Care Ctr	Frederic	Polk
371	Pavillion at Glacier Valley	Hartford	Washington
372	Woodland of Gillett, The	Gillett	Oconto
376	Glenhaven, Inc	Glenwood City	St. Croix
378	Pigeon Falls HCC	Pigeon Falls	Trempealeau
383	Grancare nursing and Rehab	FondDuLac	FondDuLac
387	Grays Nursing Home, Inc	Platteville	Grant
388	East Troy Manor	East Troy	Walworth
412	Heritage of Elmwood N H	Elmwood	Pierce
416	Ridgewood Care Center	Racine	Racine
422	Hillview Hlth Care Ctr	La Crosse	Lacrosse
424	Holton Manor	Elkhorn	Walworth
451	Ingleside	Mt Horeb	Dane
462	Mary Jude Nursing Home	West Allis	Milwaukee
502	Lafayette Manor	Darlington	Lafayette
503	Geneva Lake Manor	Lake Geneva	Walworth
510	Lakeview Health Center	West Salem	Lacrosse
521	Linden Grove-New Berlin	New Berlin	Waukesha
522	Linden Grove-Waukesha	Waukesha	Waukesha
524	Linden Grove-Mukwonago	Mukwonago	Waukesha
530	Syverson Luth Home	Eau Claire	Eau Claire
540	GLC-Three Oaks	Marshfield	Marathon
543	Marinuka Manor	Galesville	Trempealeau
548	McCarthy Nursing Home	Stoughton	Dane
553	Upland Hills Nursing & Rehab	Dodgeville	Iowa
563	Milwaukee County Hilltop	Milwaukee	Milwaukee
564	Milwaukee County Central	Milwaukee	Milwaukee
567	Jewish Home	Milwaukee	Milwaukee
582	Baldwin Care Center	Baldwin	St. Croix
583	Muskego	Muskego	Waukesha
586	Clairidge House	Kenosha	Kenosha
600	Nazareth	Stoughton	Dane
601	Neillsville Memorial Home	Neillsville	Clark
607	Norseland N H	Westby	Vernon
608	Heritage Manor	Rice Lake	Barron
661	Oak Ridge Care Center, Inc	Union Grove	Racine
665	Onalaska Nursing Home	Onalaska	Lacrosse
671	Brewster Village	Appleton	Outagamie
714	Highland Heights Healthcare Ctr	Milwaukee	Milwaukee
715	Pepin Manor	Pepin	Pepin
716	Ellsworth Care Ctrs	Ellsworth	Pierce
719	Sannes Skogdalen	Soldiers Grove	Crawford
724	Pine View	Black River Fa	Jackson
726	Pioneer Nursing Home	Prairie Farm	Barron

ATTACHMENT A

POP ID	FACILITY NAME	CITY	COUNTY
728	Crest View	New Lisbon	Juneau
729	Pleasant View Nursing Home	Monroe	Green
754	Rice Lake Convalescent Cn	Rice Lake	Barron
757	Golden Living Center	Muscoda	Grant
758	Grace Health Care-River Falls	River Falls	St. Croix
759	Lutheran Home: River Falls	River Falls	St. Croix
766	Woodlands of Oconto	Oconto	Oconto
772	Rock County	Janesville	Rock
780	Ladysmith Nursing Home	Ladysmith	Rusk
786	Rest Haven Hlth Care Ctr	Verona	Dane
803	Samaritan	West Bend	Washington
807	Sauk County	Reedsburg	Sauk
809	Schmitt Woodland Hills I	Richland Center	Richland
811	Beverly Living Cneter-Kenosha	Kenosha	Kenosha
818	Williams Bay Care Center	Williams Bay	Walworth
824	Beverly living Center-South Shore	Milwaukee	Milwaukee
826	Spring Valley HCC, Inc	Spring Valley	Pierce
829	St Camilius	Wauwatosa	Milwaukee
832	St Croix Hlth Ctr	New Richmond	St. Croix
833	Prescott Nursing and rehab	Prescott	Pierce
840	Mitchell Manor	West Allis	Milwaukee
846	St Mary's Home	Manitowac	Manitowac
854	Sunny Hill HCC	Madison	Dane
858	Sunrise Care Center, Inc	Milwaukee	Milwaukee
859	Oakwood Villa	Altoona	Eau Claire
862	Southwest Hlth Ctr NH	Cuba City	Grant
865	St Elizabeth's N H	Janesville	Rock
880	Plum City Care Ctr	Plum City	Pierce
881	Oakbrook Health & Rehab	Thorp	Clark
882	Tomah Hlth Care Center	Tomah	Monroe
884	Trempealeau Co HCC-IMD	Whitehall	Trempealeau
901	United Pioneer Home	Luck	Polk
913	Vernon Manor	Viroqua	Vernon
915	Allis Care Center	West Allis	Milwaukee
918	Virginia Hlth/Rehab Ctr	Waukesha	Waukesha
934	Waunakee Manor HCC	Waunakee	Dane
939	Waukesha Springs Hlth&rhb	Waukesha	Waukesha
951	Parkview	Oshkosh	Winnebago
954	Masonic Health	Dousman	Waukesha
958	Woodside Lutheran Home	Green Bay	Brown

ATTACHMENT B
DRAFT NOTIFICATION LETTER

DATE: December XX, 2014
TO: Medicaid Nursing Home Administrators
FROM: Brian Shoup, Administrator
Division of Long Term Care
SUBJECT: On-Site Property Evaluations

Section 49.45(6m)(ar)6 of the Wisconsin Statutes requires that standards for the capital payment portion of the Medicaid Nursing home payment formula be based on the replacement value of facilities as determined by a commercial estimator.

In accordance with the 2015/2017 Nursing Home Methods of Implementation, the Department has awarded a three-year contract to _____. Your Nursing facility has been selected for an appraisal this year. The contractor will schedule an appointment time one to two weeks prior to an on-site visit between the dates of _____ and _____. Completion of all 2015 appraisals is expected by June 30, 2015.

The uniform price of each evaluation is _____. Please *do not pay* the contractor at the time of the on-site evaluation. Prior to reimbursement, the contractor will send the Department a draft appraisal report for review by the Medicaid District Auditor. Upon approval, the contractor will send you an invoice, along with the final appraisal report. The Nursing facility is required to render prompt payment to the contractor. Once the contractor verifies receipt of payment, the Department will reimburse the facility via a financial transaction on the normal HP remittance advice. The Methods provide for fiscal sanctions for homes that fail to comply with these provisions.

Please extend cooperation to the contractor in order to assure an accurate and timely completion of the process.

Thank you for your attention to this matter. If you have any questions, please contact either:

Grant Cummings, Analyst

Division of Long Term Care

1 West Wilson Street – Room 550

P.O. Box 7851

Madison, WI 53701

(608) 267-8811

Contractor

Or

ATTACHMENT D
STAFF RESOURCES FORM

Name of Firm: _____

Location of Firm: _____

Staff to be made available:

Name	Title	Years of Appraisal Experience
	Contract Manager	

Years of Experience:

Firm Total: _____ (years in operation)

Years of experience with Nursing homes _____ (total for firm – not cumulative for individuals)

Signature of Authorized Firm Representative

Date

ATTACHMENT E

INSTRUCTIONS FOR APPRAISAL WORKSHEET

These instructions and worksheet are to be used as a guide for the auditor and appraiser.
Each auditor must complete a worksheet in detail for each nursing home appraisal.

AUDITOR INSTRUCTIONS

- 1 All Components in Column D Part I, identified on lines 1 through 8, must also be identified in Part II SHARED AREAS lines 9 - 30.
- 2 If necessary, attach "special instructions" to identify unique situations or areas of concern for the appraiser.
- 3 ATTACH A COPY OF THE CURRENT FLOOR PLAN TO THIS FORM.
NOTE: If a floor plan is not available, note this information in the "special instructions" to the appraiser.

PART I - BUILDING / COMPONENT - INSTRUCTIONS

NOTE: In some cases only the square footage is needed and the area does not need an appraisal.
The "Day Care" component indicated below is an example showing that the area needs to be measured, but it does not need an appraisal.

PART I BUILDINGS / COMPONENTS A THROUGH F					
BUILDING / COMPONENT A	FOR AUDITOR B	FOR AUDITOR C	FOR AUDITOR D	FOR AUDITOR E	FOR APPRAISER F
	Is the Area a Component of the NH Building? Y/N	Does This Building or Component Need to be Appraised? Y/N	Are There Areas in This Building Where the Component is Located That Must be Measured? Y/N	Does This Entire Building That the Component is in Need to be Measured? Y/N	If Col. E is Yes, What are Total Square Feet?
1 NH					
2 Hospital					
3 Day Care					

PART II-SHARED AREA INSTRUCTIONS

- 1 Identify (with a Y) all shared areas that you want the appraiser to get the Square footage and/or section number of the appraisal.
It is not necessary to indicate (with a N) areas not needed.
- 2 Therapy areas should all be considered as shared areas and identified in Part II.

APPRAISER INSTRUCTIONS

- 1 If Column C is Yes, the building/component must be appraised.
- 2 If Column D is Yes, areas must be measured, even if not part of an appraisal section.
NOTE: Measurements may be inside or outside of the building/component being appraised. The items to be measured are detailed in Part II -Shared Areas.
- 3 If Column E is Yes, show entire square footage in Column F.
- 4 If Column H is Yes, identify the appraisal section(s) in Column J and the square footage in Column K
NOTE: If more than one section is listed in Column J for a shared area, show the square footage by section in Column K.

PART II - SHARED AREAS - G THROUGH K

G	H	I	J	K
PART II - SHARED AREAS	FOR AUDITOR Should Appraiser Measure This Area? Y/N	FOR AUDITOR Building - Part I- Line Reference	FOR APPRAISER If Appraised Identify Section Number From Appraisal	FOR APPRAISER Square Feet Of Shared Area
9 Administration				
10 Medical Records				
11 Dietary - Food Preparation				

- 5 The appraiser must complete Columns I, J, and K if a shared area is identified on-site that was not previously listed by the auditor.

ATTACHMENT E

NURSING HOME APPRAISAL WORKSHEET

FACILITY NAME _____
 FACILITY CITY _____
 POP ID# _____

AUDITOR NAME _____

PART I -- BUILDINGS AND COMPONENTS

BUILDING /COMPONENT A	FOR AUDITOR B Is the Area a Component of the NH Building? Y/N	FOR AUDITOR C Does This Building or Component Need to be Appraised? Y/N	FOR AUDITOR D Are There Areas in This Building Where the Component is Located That Must be Measured? Y/N	FOR AUDITOR E Does This Entire Building That the Component is in Need to be Measured? Y/N	FOR APPRAISER F If Col. E is Yes, What are Total Square Feet?
1 NH					
2 Hospital					
3 Day Care					
4 Clinic					
5 CBRF					
6 Apartments					
7 Other-District office					
8 Other -					

PART II -- SHARED AREAS

SHARED AREA G	FOR AUDITOR H Should Appraiser Measure This Area? Y/N	FOR AUDITOR I Building - Part 1 Line Reference	FOR APPRAISER J If Appraised Identify Section Number From Appraisal	FOR APPRAISER K Square Feet of Shared Area
9 Administration				
10 Medical Records				
11 Dietary - Food Prep				
12 Dietary - Dining Room				
13 Dietary - Cafeteria				
14 Maintenance				
15 Boiler Room				
16 Housekeeping				
17 Laundry				
18 Therapy - PT				
19 Therapy - OT				
20 Therapy - ST				
21 Therapy - Respiratory				
22 Pharmacy				
23 Chapel				
24 Gift Shop				
25 Dental				
26 Lounge/Day/Sun Room				
27 Other-District office				
28 Other				
29 Other				
30 Other				

SPECIAL INSTRUCTIONS TO APPRAISER ATTACHED? YES NO

ATTACHMENT E

SPECIAL INSTRUCTIONS TO APPRAISER

GENERAL INSTRUCTIONS:

1

2

3

INSTRUCTIONS BY LINE REFERENCE:

LINE #

ATTACHMENT F

APPRAISAL APPEAL PROTOCOL FORM

Wisconsin Department of Health Services, Division of Long Term Care

1. The Division of Long Term Care will receive a copy of the evaluation forms within 14 days of the facility's receipt of such forms.
2. A facility in disagreement with the evaluation will have 20 days from the receipt day of their copy of the evaluation to request a review with _____. This may be done informally by calling or formally by writing _____. This request shall specify the area(s) of disagreement and shall contain all the facility's supporting documentation in a clear and concise form. Undocumented requests will be subject to dismissal. A copy of any written request should be sent to:

Grant Cummings, Analyst

Division of Long Term Care

1 West Wilson Street, Room 550

Madison, WI 53701

3. _____ will act on the request within 20 days of its receipt.
_____ will respond to formal requests for review in writing and send a copy of the response to the Division of Long Term Care.
4. If a facility disagrees with the _____ response, it will have 15 days from its receipt of that response to request an administrative hearing with the DEPARTMENT OF HEALTH SERVICES. The request shall be in writing, shall contain a brief and plain statement identifying every matter or issue contested, and should be sent to:

Office of Administrative Hearings

P.O. Box 7875

Madison, WI 53707

Note: A copy of the request for hearing should be sent to Al Reinhart at the address shown above.

5. The Department may request _____ to return to the site if it finds that such a visit is necessary. The facility will be notified of this visit.

6. If _____ returns to a facility and their original data is found to be correct, any additional expenses of _____ shall be reimbursed by the facility to _____.
7. Payment of invoice will not prejudice the facility's right to challenge the evaluation results, but failure to pay may result in a rate reduction.