



# PROPERTY APPRAISAL SERVICES

## REQUEST FOR PROPOSALS

ISSUE DATE: MAY 4, 2018

RESPONSES DUE: JUNE 1, 2018 – 5 P.M.



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## **INFORMATION REGARDING THE PROPOSALS**

### **INTRODUCTION**

Northern California Cities Self Insurance Fund Joint Powers Authority, NCCSIF, is soliciting proposals from qualified property appraisal firms for insurance valuation purposes.

### **BACKGROUND**

Northern California Cities Self Insurance Fund (NCCSIF) is a California Joint Powers Authority comprised of 22 Cities in Northern California, 15 of which are in the Property Program, as indicated below. The Members vary in size from the City of Folsom (largest) to the City of Colusa (smallest). Total insurable real property values are approximately \$829 million.

<b>City</b>	<b>Real Property Value</b>	<b>Personal Property Value</b>
City of Anderson	\$24,822,751	\$6,372,507
City of Auburn	\$20,915,165	\$6,424,863
City of Colusa	\$25,025,478	\$11,800,236
City of Dixon	\$63,908,521	\$48,352,025
City of Folsom	\$174,805,989	\$22,894,254
City of Galt	\$54,681,121	\$20,559,088
City of Gridley	\$14,187,768	\$11,299,966
City of Ione	\$8,607,413	\$2,368,726
City of Lincoln	\$147,879,358	\$36,652,644
City of Marysville	\$20,318,311	\$5,056,863
City of Oroville	\$30,772,137	\$4,604,494
Town of Paradise	\$9,003,000	\$1,976,044
City of Red Bluff	\$43,018,752	\$8,871,467
City of Rocklin	\$57,121,759	\$6,956,100
City of Yuba City	\$133,933,412	\$46,579,230

For more information please visit our website at [www.nccsif.org](http://www.nccsif.org).



## **IMPORTANT NOTICE**

Read this **Request for Proposals (RFP)** carefully. By submitting a Proposal(s) in response to this RFP, you acknowledge that you have read, understand and agree to comply with all the provisions of this RFP. NCCSIF may modify this RFP or make relevant information available to potential Proposers. It is the responsibility of potential Proposers to refer to NCCSIF's website ([www.nccsif.org](http://www.nccsif.org)) to check for any available addenda, responses to clarifying questions, or solicitation cancellations.

## **GENERAL INFORMATION**

NCCSIF's Program Administrator will be your sole point of contact during the RFP process. All correspondence pertaining to this RFP should be appropriately addressed per the contact information below:

Marcus Beverly  
NCCSIF Program Administrator  
Alliant Insurance Services, Inc.  
2180 Harvard Street, Suite 460  
Sacramento, CA 95815  
[Marcus.Beverly@alliant.com](mailto:Marcus.Beverly@alliant.com)  
(916) 643-2704

## **GENERAL PROVISIONS**

NCCSIF reserves the right to reject any and all Proposals received as a result of this RFP. In addition, NCCSIF may award a contract to the firm offering the best level of services in the opinion of NCCSIF and not necessarily to the lowest cost. NCCSIF may further negotiate terms with any firm who provides a response.

1. **Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by the NCCSIF Administrator prior to the closing date. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new proposal.
  
2. **Protests of Specifications:** Protests of the RFP specifications may be made only if a term or condition of the RFP violates applicable law. Protests of Specifications must be received in writing prior to the date and time indicated in the Schedule of Events, at the email address listed under General Information. Protests of the RFP Specifications must include the reason for the protest and any proposed changes to the requirements.



3. **Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received prior to the date and time indicated in the Schedule of Events at the email address listed under General Information. Requests for changes must include the reason for the change and any recommended modifications to the RFP requirements.

NCCSIF will consider all requested changes and, if appropriate, amend the RFP. NCCSIF will provide reasonable notice of its decision to all Proposers.

4. **Addenda:** If any part of this RFP is amended, addenda will be provided on the NCCSIF website ([www.nccsif.org](http://www.nccsif.org)). Proposers are exclusively responsible to checking the website to determine whether any addenda have been issued. **By submitting a Proposal, each Proposer thereby agrees that it accepts all risks and waives all claims associated with or related to its failure to obtain any addendum or addendum information.**
5. **Post-Selection Review and Protest of Award:** NCCSIF will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right that the named Proposer be awarded the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to request and review documents regarding the selection process and to file a written protest of award. Any award protest must be received in writing at the e-mail address listed under the General Information section of this document.

NCCSIF will timely respond to any protests after receipt. The decision shall be final.

6. **Potential Selection of Finalists.** After the initial evaluation of Proposals, NCCSIF, at its sole discretion, may:
  - a. issue a Notice of Intent to Award based on the NCCSIF and Qualification section provided in this RFP;
  - b. select one or more Proposer(s) as designated finalists based on the Scope and Qualifications section provided in this RFP (“Finalists”). Finalists may be invited to participate in oral interviews. These firms should be prepared to include in the interview the proposed personnel who the firms plans to utilize to provide these services to NCCSIF.



- c. Proposers shall not materially alter the content or terms of the original Proposal. If the Administrator requests presentations to be made by the Finalists, NCCSIF's administrator will schedule the time and location for the presentations. **Note:** Oral presentations are at the discretion of NCCSIF Administrator and may not be conducted; therefore, **written Proposals should be complete.**

If Finalists are selected, Proposers not selected as Finalists will be notified in writing of the Finalist selections. Proposers not selected as Finalists will be given seven (7) calendar days from the date on the notice of Finalist selection to file a written protest. Any protest must be received in writing at NCCSIF's administrators email address listed in the General Information section of this RFP document.

**Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute the contract and deliver the required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of NCCSIF.

Contractor shall submit the following documents:

- An Agreement for Property Appraisal services.
- A valid business license.
- A completed Internal Revenue Form W-9.
- Evidence of the required insurance coverage as set forth in Appendix A.

7. **Indemnification:** Contractor shall hold harmless, defend and indemnify NCCSIF and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of NCCSIF.
8. **Public Records:** Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a "**TRADE SECRET**" or "**CONFIDENTIAL**", Proposer must so indicate by delineating each section of the Proposal with the heading "Confidential". However, Proposers should understand that NCCSIF has reservations as to whether any such



information is exempt from disclosure under the California Public Records Act (Government Code Section 6250, *et seq.*) NCCSIF will notify a Proposer if it receives a request for release of information identified as confidential by Proposer. By submitting its Proposal, Proposer agrees that NCCSIF will not be held liable for releasing information pursuant to a Public Records Act request.

If any information is set apart and clearly marked "confidential" when it is provided to NCCSIF, NCCSIF will give notice to the Proposer of any request for the disclosure of such information. Proposers will then have 5 days from its receipt of such notice to enter into an agreement with NCCSIF providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by NCCSIF in, any legal action to compel the disclosure of such information under the California Public Records Act. Proposers will have sole responsibility for defense of the designation of such information.

9. **Investigation of References:** NCCSIF reserves the right, and may at its sole discretion investigate any and/or all references in addition to supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and lawful payment of subcontractors and employees. Any decision made by NCCSIF in regards to the use of references, including restricting the consideration of references to only Finalists, will not be considered grounds for protest.
10. **RFP Preparation Costs:** Cost of developing the proposal, attendance at an interview (if requested by NCCSIF) or any other such costs are entirely the responsibility of the Proposer and will not be reimbursed by NCCSIF. By submitting a Proposal, each Proposer thereby accepts all risks, and waives all claims, associated with or related to the costs it incurs in Proposal preparation, submission, and participation in the solicitation and selection process.
11. **Clarification and Clarity:** NCCSIF reserves the right to seek clarification of each Proposal or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal initially be submitted in the most complete, clear, and favorable manner possible.
12. **Right to Reject Proposals:** NCCSIF reserves the right to reject any or all Proposals if such rejection would be in the public's interest. Whether such rejection is in the public interest will be solely determined by NCCSIF.
13. **Cancellation:** NCCSIF reserves the right to cancel or postpone this RFP at any time for any reason, or to award no contract.



14. **Proposal Terms:** All Proposals, including any price quotations, shall be valid and firm through the period of contract execution.
15. **Usage:** It is the intention of NCCSIF to utilize the services of the successful Proposer(s) to provide services as outlined in the Scope of Work section for each service requested.
16. **Review for Responsiveness:** Upon receipt of all Proposals, NCCSIF's administrative staff will determine the responsiveness of all Proposals. If a Proposal is incomplete or unresponsive in part or in whole it may be rejected and, if rejected, will not be submitted to the evaluation committee. NCCSIF reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived when determining if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified in the Proposal will be notified by NCCSIF to communicate the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived.
17. **Rejections and Withdrawals.** NCCSIF reserves the right to reject any or all Proposals or to withdraw any item from the award.
18. **RFP Incorporated into Contract.** This RFP will become part of the final contract between NCCSIF and the selected Proposer (also referred to herein as the "Contractor"). The Contractor will be bound to perform according to the terms of this RFP and their Proposal.
19. **Communication Blackout Period.** Except as called for in this RFP, Proposers may not communicate about this RFP with any Board Members of NCCSIF or NCCSIF's administration staff until the apparent successful Proposer is selected and all protests, if any, have been resolved. The contact person designated by the "General Information" section of this RFP is exempted from this blackout period. If any Proposer initiates or continues contact in violation of this provision, NCCSIF may, in its sole discretion, reject that Proposer's Proposal and remove it from consideration for award of a contract under this RFP.
20. **Notice of Interest.** All Proposers that notify the NCCSIF Administrator of their interest will receive the same supplementary information that may be provided after issuing this RFP. Notice of interest is not a mandatory requirement for submission of a Proposal.
21. **Prohibition on Commissions.** NCCSIF will contract directly with organizations capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed.



22. **Ownership of Proposals.** All Proposals in response to this RFP are the sole property of NCCSIF and subject to the provisions of the California Public Records Act (Government Code Section 6250, et seq).
23. **Clerical Errors in Awards.** NCCSIF reserves the right to correct inaccurate awards resulting from its clerical errors.
24. **Rejection of Qualified Proposals.** Proposals may be rejected in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP. Any terms contained in Proposals that conflict with or modify the terms of this RFP are expressly rejected unless specifically adopted in writing by NCCSIF.

## **SCOPE OF WORK**

A valuation is required to estimate the replacement cost of all insured buildings. A separate valuation is required to estimate the replacement cost of all their contents. The list of buildings to be appraised is attached as Exhibit B. The contents appraised should include office furniture and equipment, fixtures, communications equipment, computer hardware and consumable items.

The appraisal is to include a separate list of values for property excluded under the insurance policy.

The appraisal report should include as a minimum:

- Name of firm
- Names of appraisers
- Date of valuation
- Property name (ID)
- Property description and photographs
- Property address
- Occupancy or use
- Estimated age (year built)
- Type of construction
- Square footage
- Fire protection
- Flood hazard zone
- Earthquake exposure
- Current insurance replacement cost for buildings and contents by building and by site



Please see the data fields in the attached file of NCCSIF properties for more detail regarding the information to be provided.

A summary report of insurable values by member should be provided, with subtotals for each site. The appraisal is required to be electronic form to facilitate its being entered directly into Alliant's proprietary property insurance program database. All reports should also be provided in duplicate on standard paper and one electronic copy including diagrams and photographs.

Finally, a Summary Appraisal Report, in compliance with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice (USPAP) should be provided. Supporting documentation for this report will need to be retained by your firm as a part of your working papers. The depth of discussion in the report will be negotiated, but it should be made clear that the purpose and intended use of the report will be for insurance placement.

NCCSIF wishes to make clear that NCCSIF expects the firm awarded this contract to physically visit each member's site in performing the appraisal.

## **FEES**

Contract Costs: The contract cost shall be a flat fee. No charges, fees or expenses will be paid other than the flat fee provided in the proposal. A flat fee(s) based on the current range of insured values is desirable for comparison purposes. Fees for the Waste Water Treatment plants may be based on their size as indicated by their MGD rating.

## **INSTRUCTIONS FOR PREPARING WRITTEN PROPOSAL**

Please respond to this RFP in the following manner:

Each proposal must contain the following:

- A. Transmittal Letter: A letter of transmittal of the proposal on company letterhead should contain the name, address, phone and fax numbers of the Proposer.
- B. Appraisal Scope: This section should contain a description of firm's plan to achieve the objectives of the appraisal as stated in Section II, and should reference the scope of the appraisal as described. The work plan should describe the overall approach and plan of activities, including the approach to estimating content values, as well as requirements for data or assistance from NCCSIF staff.



**C. Qualifications:**

1. Description of the organization including names of principals, date of establishment and types of projects/functions performed;
2. Qualifications and experience of person(s) performing the appraisals;
3. References from the last three projects for services performed similar to the subject matter of this RFP, identifying the name of each organization, point of contact, and telephone numbers;
4. A sample report of a prior appraisal performed by the proposing organization or individual;
5. Verify Insurance Coverage (Workers' Compensation, General Liability, Auto Liability, Errors & Omissions).

**D. Compliance with “SCOPE OF WORK”:**

Please indicate whether the proposer can comply with the “SCOPE OF WORK” outlined in “B” above in the RFP. If the proposer is unable to comply with a specific performance objective, please indicate which objective cannot be complied with, the reason(s) the objective cannot be met, and provide suggestions or alternatives.

**E. Fees: flat fee for all subject real property and contents. Please also provide a flat fee for estimating replacement cost of real property only.**

**F. Expiration:**

The proposal should expressly state that the offer, including all pricing proposals, will remain in effect until at least September 30, 2018.

All proposals, whether selected or rejected, shall become the property of NCCSIF. Costs of preparation of proposals will be borne solely by the Proposer.

NCCSIF will review all submitted proposals and evaluate them against the selection criteria listed above. Proposals will be reviewed and considered by NCCSIF's Administrative staff. If NCCSIF elects to proceed with selection of a Property Appraisal Firm, NCCSIF will enter into contract negotiations with the selected Firm.

NCCSIF reserves the right to: reject any and all proposals; waive any informality, defect, or irregularity in a proposal; conduct contract negotiations with any Appraisal Firm (whether or not it has submitted a proposal); alter the selection process in any way; postpone the selection process for its own convenience at any time; accept or reject any individual sub-consultant that an



Appraisal Firm proposes to use; and/or decide whether or not to contract with any firm. Nothing in this RFP shall be construed to obligate NCCSIF to negotiate or enter into an agreement with any particular appraisal firm. This RFP shall not be deemed to be an offer to contract or to enter into a binding contract or agreement of any kind.

## **DELIVERY OF PROPOSALS**

All proposals must be submitted to the address listed in the General Information section of this document no later than 5:00 p.m. on June 1, 2018. **LATE PROPOSALS WILL NOT BE ACCEPTED.** Please also send copies of your proposal(s) **electronically** to:

Marcus Beverly, NCCSIF Program Administrator  
Alliant Insurance Services, Inc.  
[Marcus.Beverly@alliant.com](mailto:Marcus.Beverly@alliant.com)

## **SCHEDULE**

The following is the schedule for the RFP process:

DATES	ITEMS
May 4, 2018	Issuance of the Request for Proposal
May 15, 2018 – 5:00 p.m.	Questions in writing due to Program Administrator
May 22, 2018	Program Administrator's responses due
June 1, 2018 – 5 p.m.	Proposals due
September 27, 2018	Award of Contract
January 15, 2019	Final Appraisal Reports Due

NCCSIF reserves the right to change the above dates in its sole discretion as needs dictate.

During the evaluation process, NCCSIF reserves the right to request additional information or clarifications from proposals, or to allow corrections of errors or omissions.

## **SCHEDULE OF PROPOSER FIRMS FOR PROPERTY APPRAISALS**

Firms that have received this Request for Proposals include:

- 1) Alliant Appraisal Services  
Attn: Lora Carlisle  
1301 Dove Street, 2<sup>nd</sup> Floor  
Newport Beach, CA 92660  
E-mail: [lcarlisle@alliant.com](mailto:lcarlisle@alliant.com)



- 2) AssetWorks, Inc.  
Attn: Greg Friz  
5220 Pacific Concourse Drive, Suite 350  
Los Angeles, CA 90045  
E-mail: greg.friz@assetworks.com
  
- 3) HCA Asset Management, LLC  
Attn: Mark Hessel  
601 E. Henry Clay Street  
Milwaukee, WI 53217  
E-mail: mhessel@hcamgt.com
  
- 4) Duff & Phelps, LLC  
Attn: Juan Iverson  
10100 Santa Monica Blvd., Suite 1100  
Los Angeles, CA 90067  
E-mail: juan.iverson@duffandphelps.com

This list, however, does not impose a limitation on who may respond to this Request for Proposals.



## APPENDIX A INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

*(Not required if consultant provides written verification it has no employees)*

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.
5. **Employee Dishonesty:** \$1,000,000 to include comprehensive employee dishonesty, disappearance, theft, and forgery or alteration coverage in a form and issued by an insurance or bonding company or companies acceptable to NCCSIF. Such insurance shall not have a deductible greater than \$1,000 any one (1) claim. Upon execution of an agreement, the Contractor shall provide NCCSIF with a certificate of insurance evidencing that such insurance has been obtained and is in full force and effect. Such coverage shall provide thirty (30) calendar days' notice of intent to cancel or non-renew to NCCSIF.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, NCCSIF requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to NCCSIF.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:



### ***Additional Insured Status***

**NCCSIF, its members, officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects NCCSIF, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by NCCSIF, its members, officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to NCCSIF**.

### ***Waiver of Subrogation***

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against NCCSIF or its members by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not NCCSIF has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by NCCSIF. NCCSIF may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to NCCSIF.

### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.



### ***Verification of Coverage***

Consultant shall furnish NCCSIF with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. NCCSIF reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### ***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

### ***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Employee Dishonesty:** \$1,000,000 to include comprehensive employee dishonesty, disappearance, theft, and forgery or alteration coverage in a form and issued by an insurance or bonding company or companies acceptable to NCCSIF. Such insurance shall not have a deductible greater than \$1,000 any one (1) claim. Upon execution of an agreement, the Contractor shall provide NCCSIF with a certificate of insurance evidencing that such insurance has been obtained and is in full force and effect. Such coverage shall provide thirty (30) calendar days notice of intent to cancel or non-renew to NCCSIF.



## APPENDIX B

### SCHEDULE OF PROPERTIES

**PLEASE SEE SEPARATE EXCEL FILE PROVIDED WITH THIS RFP**