

## SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as "City") and Thunderbird Maintenance Inc., a Contractor whose address of record is 221 Air Park Road, Atwater, Ca 95301, (hereinafter referred to as "Contractor").

WHEREAS, City is undertaking a project to abate graffiti; and,

WHEREAS, Contractor represents that it possesses the professional skills to provide graffiti abatement services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Contractor shall furnish the following services: Contractor shall provide the graffiti abatement services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Chief of Police or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "A" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Contractor may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on June 30, 2027, with an option to renew two (2) one-year terms.

4. **COMPENSATION.** Payment by the City to the Contractor for actual services rendered under this Agreement shall be made upon presentation of an

invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Contractor agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Contractor's services rendered under this Agreement, City shall pay Contractor the not to exceed sum of \$1,319,653.38.

5. **METHOD OF PAYMENT.** Compensation to Contractor shall be paid by the City after submission by Contractor of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the City, and Contractor hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONTRACTOR'S BOOKS AND RECORDS.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Contractor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Contractor shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Contractor desire any insurance protection, the Contractor is to acquire same at its expense.

In the event Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System

(PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Contractor shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Contractor or Contractor's officers, employees, volunteers, and agents during performance of this Agreement; Contractor shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and all claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Contractor or its employees, subcontractors, or agents, or by the quality or character of Contractor's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Contractor shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Contractor shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Contractor.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Contractor shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Contractor shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Contractor.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Contractor shall carry professional liability insurance appropriate to Contractor's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Contractor shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Contractor's insurance policies are not current.

## 11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Contractor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the

general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Contractor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Contractor agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. **ASSIGNABILITY OF AGREEMENT.** It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the City.

13. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. **CONFORMANCE TO APPLICABLE LAWS.** Contractor shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Contractor hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. **WAIVER.** In the event that either City or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to

this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
D. Scott McBride  
City Manager



ATTEST:  
D. SCOTT MCBRIDE, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:  
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 6/24/2024  
City Attorney Date

ACCOUNT DATA:  
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: \_\_\_\_\_  
Verified by Finance Officer

*{Signatures continued on next page}*

CONTRACTOR

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. \_\_\_\_\_

ADDRESS:

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL:

# Thunderbird Maintenance, Inc

California Contractor License No. 1117989

221 Air Park Road, Atwater, CA 95301

209-628-0729 / areed@rpdfirm.com

## Proposal for Graffiti Abatement Services

City of Merced

March 2024

Lt. Daniel Dabney  
City of Merced Police Department  
611 West 22<sup>nd</sup> Street  
Merced, CA 95340

March 29, 2024

Dear Lt. Dabney,

Thunderbird Maintenance, Inc ("TM") is pleased to submit this proposal to the City of Merced for review and consideration. Our graffiti removal services and qualifications are detailed in this proposal.

Thunderbird Maintenance, Inc. is a local Merced County company located in the Castle Commerce Center (formerly Castle AFB) in Atwater. Thunderbird Maintenance provides graffiti removal services to local jurisdictions and private property owners. Our process for graffiti removal includes the use of environmentally friendly chemicals approved for use in the State of California and concealment using latex paints and spray paints. These processes are detailed later in this proposal.

The owners of Thunderbird Maintenance are local and have lifelong ties to Merced County and the City of Merced.

I truly appreciate the opportunity to submit this bid for Graffiti Removal Services and look forward to working with the City of Merced if we are selected. Please feel free to contact me with any questions you may have about our company or the services we provide.

Sincerely,



Adam Reed

Managing Member & COO, Thunderbird Maintenance, Inc.

## Mandatory Proposal Items

### Statement Confirming Ability to Execute Agreement as Presented

Thunderbird Maintenance Inc. affirms its ability to execute the proposed Agreement for Professional Services (Attachment 1 of RFP) with the City of Merced. Adam Reed, as the COO and Secretary of Thunderbird Maintenance Inc. has the ability to execute the above stated agreement for the corporation.

### Local Business Enterprise Policy Statement of Compliance

Thunderbird Maintenance Inc shall comply with the adopted City of Merced Local Business Enterprise Policy requirements. TM meets the definition of a Local Business Enterprise (LBE) as defined in the City of Merced Local Business Enterprise (LBE) Participation requirements. TM will strive to purchase locally for material, supplies, and fuel used for abatement service as we are able to and still maintain contracted pricing with the City of Merced for abatement services.

LBE policy forms are included in Attachment A.

### Conflict of Interest Statement

The proposer is aware of and will comply with conflict of interest rules and Government Code Section 1090. Thunderbird Maintenance, Inc. members, employees, or vendors hold no City or Agency board or committee appointment or other relationship. No conflict of interest exists with any member, employee, or vendor of Thunderbird Maintenance, Inc.

### Labor Compliance

Thunderbird Maintenance, Inc. shall recognize this work as a public works project and shall comply with the Department of Industrial Relations (DIR) monitoring and reporting requirements. TM shall register and maintain a valid DIR registration number. TM shall pay all workers on all work performed pursuant to the contract, no less than the prevailing wage rate determined by the DIR, for the type of work performed under the contract, pursuant to Labor Code Section 1725.5.

Proposer shall comply with Section 3700 et seq. of Labor Code of the State of California, requiring every employee to be insured against liability for worker's compensation.

### Bonding

Thunderbird Maintenance, Inc. shall provide the City of Merced with a payment bond covering the entire contract amount, pursuant to California Civil Code 9550, in a form acceptable to the City of Merced.

### Insurance

Thunderbird Maintenance Inc. can and will meet the insurance requirements in Section 10 of the contract, including liability insurance in the amount of \$1,000,000, naming the City of Merced, its officers, agents, and employees as additional insured.

### Licensing

Thunderbird Maintenance, Inc. holds a valid State of California contractor license (C-33), no. 1117989.



## Key Personnel

### Adam Reed

Adam Reed holds the positions of COO and Managing Member of Thunderbird Maintenance, Inc. Mr. Reed manages day-to-day operations of TM and administers contracts with jurisdictions. Mr. Reed has more than a decade of municipal experience working with various jurisdictions in Merced County and across the State of California. This municipal experience includes serving on the planning commission (City of Atwater) for 5 years and serving on a public board of trustees (Winton Cemetery District) for 5 years. Other experience includes more than a decade of working in the public sector and interacting with municipal staff, elected officials and the public and engaging in negotiations with government agencies.

Mr. Reed performs weekly recording and reporting of abatement activities and is familiar with the process the City of Merced requires for reporting and billing.

### Chris Morrow

Chris Morrow is the President of Thunderbird Maintenance, Inc. Mr. Morrow has a long history of working with the City of Merced and other agencies both in Merced County and across the State of California as a developer, contractor, and material supplier. Mr. Morrow is instrumental in the management of TM and is engaged in various aspects of operations including contract negotiations and agency relations.

## Scope of Project

TM proposes to provide the City of Merced with graffiti abatement services within the city limits of Merced on public and private property. Abatements performed on public property will be done on a regular schedule and additionally as requested by city staff and residents. Response times to requests from city staff and residents will be determined by daily routes and schedules and will typically be performed the same day but will take no longer than 24 hours during a normal work week.

Abatements performed on private property will be limited to graffiti that is viewable from the public right of way in areas that are accessible to TM staff without having to access graffiti behind fences, shrubs, walls or any other physical barriers. Public requests for abatement on private property may require consultation with city staff prior to abatement. These abatements may require additional time to respond to. Private property abatements will only be performed when given authorization from property owner or authorized representative.

No abatements will be performed, public or private, when a risk to TM staff exists.

TM will provide the City of Merced and its residents with a direct phone number and email to report graffiti for removal. The public phone and email will be monitored Monday through Friday from 5am - 2pm. TM will provide city staff with a 24hr emergency number for reporting emergency graffiti removals outside of the public hours for reporting.

TM will document in writing and digital photos, all graffiti abatements, and utilize these records to generate monthly reports to be submitted to the City of Merced. Monthly reporting will include spreadsheets of abatements by district (in a form acceptable to the City of Merced), digital photo records, and invoicing for services.

## Term of Agreement

TM anticipates entering into an agreement for a term of 3 years with 2, 1 year options, or as negotiated between the City of Merced and TM. TM has reviewed Exhibit 1, "Agreement for Professional Services" and accepts the content and form of the agreement.

## Compensation

TM shall provide the City of Merced graffiti abatement services at a level of service of 120 hours a month. TM can provide additional hours of service as required and approved by the City of Merced. Services are provided at a prevailing flat hourly rate that includes time and material, and a prevailing wage rate for a Journeyman Painter (Index 2023-2), at a rate of \$165.85 an hour. The annual compensation rate is not to exceed \$238,824.00. This would be the proposed not to exceed amount, proposed to the City of Merced for the first year of the agreement.

A change in prevailing wage rates (increase or decrease) determined by the DIR would require adjustment to the hourly rate immediately upon issuance of the determination. TM will notify the City of Merced immediately (within 48 business hours of receiving notice) of any increase or decrease in prevailing wage rate determinations and change to hourly rate of service.

An annual adjustment not to exceed 5% is proposed for increases in operations which may include but not be limited to insurance, fuel, materials, and equipment provided as part of the plate hourly rate of service. This increase would be in addition to adjustments in prevailing wage rate determinations. On or before the annual anniversary of the agreement, TM will notify the City of any increase in the rate of service.

Annual not to exceed amounts:

Year 1 - \$238,824.00 (\$165.85 hr)

Year 2 - \$250,765.20 (\$174.14 hr)

Year 3 - \$263,303.46 (\$182.85 hr)

Monthly billing of services will be submitted to the city by the 5th business day of each month for the prior month of services. Billing will include abatement reporting and digital photo files.

## SERVICES

TM will provide the City of Merced with graffiti removal services with qualified employees and state of the art equipment with quality paints and chemicals designed for graffiti abatement. TM will work with the City of Merced to tailor a graffiti abatement program that works for the city while also meeting the needs of the residents to include the following:

- Utilize established routes to monitor graffiti patterns and provide timely and cost-effective abatement services
- Proactive response to graffiti by providing scheduled routes Monday through Friday weekly.
- Provide city staff and residents with cell phone number and email address to report graffiti.
- Provide rapid response times for reported graffiti, no later than 24 hours during normal weekday hours (Holidays and weekends may affect response times).



## Removal Processes

Industry leading processes are used to abate graffiti in either removal or concealment. The removal process utilizes the application of chemicals to breakdown spray paints and markers on smooth non-porous surfaces such as metal and plastic playground equipment, benches, and tables. Pressure washing may be used if required in the chemical process of removal. The concealment process utilizes latex paints for walls, fences, and buildings while spray paints are used for metal surfaces.

TM utilizes 4 primary colors of latex paint for concealment of graffiti. The colors are provided in Attachment B. TM shall work with the City to ensure that the colors are acceptable to the City and will make adjustments to the colors as approved by the City prior to commencement of work.

## Removal Equipment

TM uses state of the art equipment to perform graffiti abatement. The equipment starts with a specially designed truck large enough to carry all necessary equipment and materials but small enough to enter and maneuver through parks, bike paths and alleyways with ease.

The truck is highly visible and equipped with safety lighting. The key to this truck is the flat bed graffiti removal system. The flatbed houses the 4 Titan airless sprayers, each connected to large reservoirs of latex paint. Each reservoir holds one of four primary colors, white, brown, gray, and tan. Other paint colors like blue, green, and yellow are kept in 1 gal. cans in storage boxes attached to the flatbed. 4 Titan airless sprayers are fixed to the flatbed and plumbed to each reservoir, with each plumbed to individual hose reels at the rear of the truck. Each hose reel has separate spray guns for each color and are used to apply paint to surfaces with graffiti. Powering the equipment on the flatbed is a ultra-quiet Honda generator. Storage boxes are attached to the flatbed with an assortment of tools and products to use in the graffiti abatement process.

## Request For Information

The Request for Proposal (RFP) issued by the City of Merced for Graffiti Abatement Services on March 1, 2024, included information on submitting Requests for information (RFI) related to the RFP. The RFP lists submission of RFI's should be directed to Lt. Daniel Dabney at his email address,

[Dabneyd@cityofmerced.org](mailto:Dabneyd@cityofmerced.org)

An RFI was submitted via email on March 11, 2024 and again on March 26, 2024. The RFI requested information that would be pertinent to this RFP. Both emails have not been answered as of April 1, 2024 at 9:00am. The emails are attached as Attachment C.

Except for question 4 and 5 in the RFI we do not anticipate that the cost of services would increase or decrease once the items in the RFI are answered, rather these items would help present a more complete response to the RFP.

We request that these items be addressed during the RFP proposal review period and TM be afforded the opportunity to submit an addendum to the proposal before final determination is made.