



STATE OF TENNESSEE
TRANSPORTATION

**REQUEST FOR PROPOSALS # 40100-51745
AMENDMENT # 2
FOR TRANSPORTATION MANAGEMENT CENTER
OPERATIONS**

DATE: August 14, 2026

RFP # 40100-51745 IS AMENDED AS FOLLOWS:

1. **This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.**

EVENT	TIME (central time zone)	DATE
1. RFP Issued		June 30, 2026
2. Disability Accommodation Request Deadline	2:00 p.m.	July 6, 2026
3. Pre-response Conference	10:00 a.m.	July 7, 2026
4. Notice of Intent to Respond Deadline	2:00 p.m.	July 9, 2026
5. Written "Questions & Comments" Deadline	2:00 p.m.	July 15, 2026
6. State Response to Written "Questions & Comments"		August 14, 2026
7. Response Deadline	2:00 p.m.	August 31, 2026
8. State Completion of Technical Response Evaluations		September 9, 2026
9. State Schedules Respondent Oral Presentation		September 11, 2026
10. Respondent Oral Presentation	8 a.m. - 4:30 p.m.	September 17 – 18, 2026
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	September 23, 2026
12. Cost Negotiations (Optional)		September 24–28, 2026
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	September 30, 2026
14. End of Protest Period		October 7, 2026

15. State sends contract to Contractor for signature		October 8, 2026
16. Contractor Signature Deadline	2:00 p.m.	October 16, 2026

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
RFP Attachment 6.6, Sections A.17. and A.49 - A.52	vii	1. The RFP states that the Contractor shall provide one half-time Contractor Project Manager for the life of the contract. Given the Contractor Project Manager's required responsibilities for overall contract oversight, staffing plan administration, training oversight, performance management, subcontractor management, reporting, invoicing, meeting attendance, deliverable approval, and 24-hour on-call availability, would the State consider or permit respondents to propose a full-time Contractor Project Manager instead of a half-time Project Manager, provided the proposed approach remains within the Required TMC Operations Services cost structure? If the State intends to retain the half-time requirement, please clarify: (1) how many hours per week the State defines as "half-time" for this position; (2) whether the Contractor Project Manager may perform work remotely or on a hybrid basis when not required to attend in-person meetings or work at a State-designated location; and (3) whether Contractor Project Manager labor is to be billed only as part of the annual lump-sum Required TMC Operations Services line item, or whether any State-directed Project Manager hours above the half-time level may be billed at a loaded hourly rate.	The Contractor shall provide one (1) half-time Contractor Project Manager in accordance with Section A.17. For purposes of this Contract, half-time is defined as a minimum average commitment of twenty (20) hours per week. Respondents may elect to provide additional Contractor Project Manager effort, including a full-time Contractor Project Manager, at their discretion and expense if necessary to fulfill the requirements of the Contract. The Contractor Project Manager shall be available in-person for 20 hours a week during normal business hours and shall attend meetings, training sessions, reviews, audits, and other activities as required by the State. The Contractor Project Manager may perform duties remotely in accordance with Sections A.17, and A.50. See revised Section A.17. Compensation for all Contractor Project Manager services,

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			whether provided at the minimum half-time level or above, shall be included within the Required TMC Operations Services annual lump-sum pricing. No separate hourly compensation, additional labor category, or supplemental payment shall be provided for Contractor Project Manager services unless specifically authorized through a contract amendment executed by the State. Refer to Sections A.17 and A.49 through A.52.
RFP Attachment 6.6, Sections A.17. and A.57.	vii and xix	2. Please confirm the required number of TMC Operations Managers. Section A.17 states two full-time TMC Operations Managers, one covering Regions 1-2 and one covering Regions 3-4, while Section A.57 states the Contractor shall provide a full-time on-site TMC Operations Manager at each TDOT TMC. Should respondents price and staff two TMC Operations Managers or four?	The State intends to require two (2) full-time TMC Operations Managers. One Manager shall support Regions 1 and 2 and one Manager shall support Regions 3 and 4. Section A.57 is revised to align with Section A.17.
RFP Attachment 6.6. Sections A.17. and A.57.	vii and xix	3. Please confirm whether the TMC Operations Managers must be physically located on-site at each TMC during all assigned overnight and weekend shifts, or whether regional coverage with periodic on-site presence is acceptable.	Refer to Sections A.17 and A.57 revised update. TMC Operations Managers shall maintain presence at either of the assigned TMC facilities at all times to fulfill contract responsibilities and operational oversight requirements.
RFP Attachment 6.6, A18 Table 2 through A.20, and A.61. to A.64.	viii	4. Please confirm whether the minimum staffing in Table 2 represents only the minimum TMC Technician staffing, and that one TMC Shift Supervisor is also required for each Contractor daily shift at each TMC.	Table 2 identifies minimum TMC Technician staffing requirements only. Shift Supervisor requirements are identified in Sections A.18 through A.20 and A.61 through A.64.

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RFP Attachment 6.6, Section A.61 - A.62.	xxi	5. Please confirm whether the Shift Supervisor may also perform technician duties during low-volume periods, provided the minimum number of TMC Technicians in Table 2 is separately maintained.	Yes. Shift Supervisors may perform operational or technician duties, as needed, provided supervisory responsibilities continue to be fulfilled and all staffing requirements remain satisfied. A qualified Shift Supervisor may be temporarily assigned to perform TMC Technician duties to address operational needs, vacancies, leave, training, or other staffing shortages. However, an individual may not simultaneously satisfy both a Shift Supervisor and TMC Technician staffing requirement during the same scheduled work period. All required supervisory coverage and minimum staffing requirements shall be maintained as listed in Table 2. An individual may not be counted toward more than one minimum staffing requirement during the same shift. The State expects Shift Supervisors to primarily perform supervisory and oversight functions consistent with Sections A.61 through A.64. See revised Section A.62.
RFP Attachment 6.6, Section A.20.	vii	6. Please confirm whether the required minimum TMC Technician staffing in Table 2 includes meal-break coverage, or whether additional staffing must be included to cover staggered meal breaks.	The staffing requirements identified in Table 2 represent minimum on-duty staffing levels and shall be maintained at all times, including during meal periods. The meal-break provisions in Section A.20 do not relieve the Contractor of its obligation to maintain

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			the minimum staffing levels specified in Table 2. See revised Section A.20.
RFP Attachment 6.6, Section A.89.c. and Table 4	xxvii and xxix	7. Please clarify the official due date for the Full Staffing Plan. Section A.89.c states the TMC Staffing Plan is due within 14 days after the Contract Effective Date, while Table 4 identifies the Full Staffing Plan as due within 28 days. Which requirement controls?	The Full Staffing Plan shall be submitted within fourteen (14) days of the Contract Effective Date. Table 4 is revised to align with Section A.89. c.
RFP Attachment 6.6, Section A.89.	vii	8. Please confirm whether the Contractor must assume full control room operations immediately after the 60-day start-up period, or whether the State anticipates any phased transition by region or shift.	Unless otherwise directed by the State, the Contractor shall assume operational responsibility at the completion of the Start-Up Period. Section A.89 is revised to this effect.
RFP Attachment 6.6, Section A.88.		9. Please provide the current number of TDOT and Covendis TMC staff by region, position, shift, employment status, and whether each is expected to be available for transition to the Contractor.	The State will not provide detailed personnel information, compensation information, employment status, or transition availability for individual TDOT or contractor personnel during the procurement process. If existing personnel independently apply for Contractor positions, the Contractor shall implement any personnel transition activities in accordance with Section A.88.
N/A		10. Please clarify whether the Contractor is expected to make employment offers to all eligible existing staff at their current compensation levels, or only at rates meeting the Contract above-market-rate requirements.	See response to Question #9. The Contractor shall be responsible for determining compensation consistent with the requirements of the Contract section A.52, A.56., A.60., A.64., and A.68. The State does not require employment offers at any specific compensation level

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			outside these requirements.
N/A		11. Please provide historical turnover, vacancy, overtime, sick leave, and PTO usage for TMC Technicians and Shift Supervisors by region for the past two years, if available.	See response to Question #9. The State will not provide historical turnover, vacancy, overtime, sick leave, PTO usage, or other personnel management statistics for existing TDOT or contractor personnel. Respondents shall develop staffing, recruiting, retention, scheduling, and contingency approaches based on their own evaluation of the Contract requirements and proposed staffing model.
RFP Attachment 6.6, Table 2, and Sections A.18 - A.20.	viii	12. Please confirm the State current weekday AM and PM shift start/end times for each region so respondents can correctly determine the Contractor weekday shift start/end times. Is the Department open to alternate shift models (12 hrs., 10 hrs. etc.	Respondents shall develop proposals based on the staffing requirements and minimum coverage requirements identified in Sections A.18 through A.20 and Table 2. Alternative shift structures that reduce required staffing or coverage are not permitted.
RFP Attachment 6.6, Table 2 and Sections A.18 - A.20.	viii	13. Please confirm whether Saturday and Sunday shifts must follow the exact time periods in Table 2 or whether respondents may propose alternate shift structures that meet or exceed minimum coverage.	Respondents shall develop proposals based on the staffing requirements and minimum coverage requirements identified in Sections A.18 through A.20 and Table 2. Alternative shift structures that reduce required staffing or coverage are not permitted. However, any alternate shift structure that meets or exceeds minimum coverage can

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			be presented to the State for review and approval.
RFP Attachment 6.6, Table 2 and Sections A.18 - A.20.	viii	14. Please confirm whether weekend shift start/end times must be identical across all regions even if regional workload or staffing differs.	Respondents shall develop proposals based on the staffing requirements and minimum coverage requirements identified in Sections A.18 through A.20 and Table 2. Alternative shift structures that reduce required staffing or coverage are not permitted.
RFP Attachment 6.6, Section A.45.	xiv	15. Please confirm whether the Contractor may use cross-trained staff across multiple regions for emergency coverage, on-call support, or remote backup.	Cross-trained staff may be used. For emergency and on-call support, staff must work in the applicable TMC. For remote on-call support, staff may work at any equipped location. Refer to section A.45.
RFP Attachment 6.6, Section A.45.	xiv	16. Please confirm whether remote support may be used for routine coverage, or only when requested as an on-call remote TMC Technician service.	Routine operations shall be performed in accordance with Contract staffing requirements. Remote staffing services may only be used as provided under Section A.45.
RFP Attachment 6.6, Section A.66.	xxii	17. Please confirm whether an approved TMC Technician with at least two years of TDOT TMC experience may serve as a temporary Shift Supervisor only for short-term absences, or also for planned supervisory coverage.	Refer to Section A.66. Qualified personnel meeting the requirements of the Contract may serve in temporary supervisory roles when approved by the State.
Attachment 6.6, Section A.20., and Tables 1 and 2.	viii	18. Please clarify whether the Contractor should price a dedicated relief pool within the annual lump sum or treat relief coverage as part of normal staffing management.	Respondents shall determine staffing resources necessary to satisfy all Contract requirements.
RFP Attachment 6.6, Section	xiv	19. Please confirm whether the State expects staffing above Table 2 minimums during holidays that fall on weekdays, weekends, or special-event periods.	The State reserves the right to request additional staffing when operational conditions

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A.20., A.45., and A.75.			warrant. Refer to Sections A.20, A.45, and A.75.
N/A		20. Please provide historical incident volumes by region, day of week, and time of day used to support the Table 2 staffing levels and the three-incidents-per-staff-member threshold.	Staffing requirements identified in the Contract have been established by the State. Respondents shall develop proposals based on the staffing requirements identified in the Contract.
RFP Attachment 6.6. Section A.20.	viii	21. Please clarify how the State will define "consistently exceeds" for the three managed incidents per Contractor TMC staff member per hour threshold.	Refer to Section A.20. The incident threshold is intended as an operational indicator for evaluating staffing adequacy and operational workload and does not constitute an automatic trigger for staffing adjustments.
RFP Attachment 6.6. Section C.3.	30, xxxiv, and xxxv	22. Please confirm that the annual Required TMC Operations Services lump sum must include all recurring staffing, management, supervision, training, reporting, quality management, administration, equipment, overhead, and profit necessary to meet Tables 1 and 2 minimum staffing.	Yes. The Required TMC Operations Services pricing shall include all personnel, management, supervision, administration, recruiting, training, reporting, quality management, overhead, profit, and recurring services necessary to satisfy the Contract requirements unless specifically identified elsewhere in the Contract as separately compensated. Refer to Section C.3.
RFP Attachment 6.6, Sections C.3.	vii-viii and xxxv	23. Please confirm whether the annual lump sum should include the Contractor Project Manager, Executive Assistant, TMC Operations Managers, Shift Supervisors, and TMC Technicians.	Yes. The Required TMC Operations Services pricing shall include all personnel, management, supervision, administration, recruiting, training, reporting, quality management, overhead, profit, and recurring

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			services necessary to satisfy the Contract requirements unless specifically identified elsewhere in the Contract as separately compensated. Refer to Section C.3.
RFP Attachment 6.6 Section 4.11	12	24. Please clarify whether the State intends to use Letters of Authorization, MOUs, amendments, or another written authorization process as a task-order-like mechanism during the contract term for State-directed services beyond the recurring Required TMC Operations Services. If so, please clarify the process for scope definition, approval, pricing, schedule, invoicing, and whether such work must use only the hourly rates in Attachment 6.3 or may include separately negotiated pricing.	Please see response to Question 25. Optional services will be authorized through written communication from the State. Services and invoicing are currently defined within the contract.
RFP Attachment 6.3 and 6.6, Section A.45 and C.3.	xiv	25. Please clarify whether on-call services are strictly optional, State-requested services paid under hourly unit rates, and should not be embedded in the annual lump sum except for readiness/administrative costs.	Yes. On-call services identified in Section A.45 are optional, State-requested services shall be authorized by the State in writing and compensated using the applicable rates established in Section C.3 and RFP Attachment 6.3. Respondents shall not include the cost of performing on-call services within the annual Required TMC Operations Services pricing, except for any administrative or readiness costs necessary to maintain the capability to provide such services. Any services requested by the State that are outside the scope of the Contract will be addressed through a contract amendment or other contractually authorized process, and any associated scope, pricing, and

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			compensation will be established at that time. Refer to Pro Forma Sections A.45 and C.3 and RFP Attachment 6.3.
N/A		26. Please provide historical annual usage quantities for On-Call TMC Technicians, On-Call Shift Supervisors, TMC Technician Overtime, Remote TMC Technicians, and Smart Corridor Traffic Signal Technicians.	Respondents shall develop proposals based on the staffing requirements identified in the Contract.
RFP Attachment 6.3.	30	27. Please confirm whether the evaluation factors in Attachment 6.3 are for evaluation only and do not represent guaranteed usage.	Correct.
RFP Attachment 6.6, Section C.3.	xxxiv	28. Please clarify whether the \$150,000 start-up payment is fixed and not to be included in the annual Required TMC Operations Services pricing.	The \$150,000 is separate from the TMC Operations Lump Sum per Section C.3.
RFP Attachment 6.6, Sections A.70. and C.4.	xxii and xxxv	29. Please clarify whether travel reimbursement applies only to State-approved travel outside normal work locations or whether inter-regional travel by TMC Operations Managers may be reimbursable.	All travel pre-approved by the State will be reimbursed per Sections A.70. and C.4.
RFP Attachment 6.6, Section A.45.c	xiv	30. Please confirm whether overtime required to maintain minimum staffing due to sick leave, PTO, vacancy, or emergency coverage is included in the annual lump sum unless separately approved by the State.	Overtime may be billed when requested or approved by the State, in accordance with Pro Forma Section A.45.c. While routine staffing events such as PTO, sick leave, and vacancies do not automatically qualify for overtime, the State may approve, at its discretion, overtime if these events evolve into circumstances that meet A.45.c, such as extended absences or other unanticipated staffing impacts that affect minimum coverage. Please see Pro Forma section A.45.c for more information.

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RFP Attachment 6.6, Section A.45.a	xiv	31. Please clarify whether State-mandated training time for recurring staff is compensated under the lump sum or through on-call hourly rates.	When requested by the State, State-mandated training is compensated through on call hourly rates. However, training requirements outlined in Pro Forma Sections A.28–A.33 are part of the contractor's lump-sum responsibilities. Please see Pro Forma section A.45.a for more information.
RFP Attachment 6.6, Section 3.1.2.	6	32. Please confirm whether respondents may include assumptions in the cost narrative, or whether assumptions would be considered restrictions or qualifications of the offer.	A Respondent must not provide any additional information to the Price Proposal. Please refer to RFP Section 3.
RFP Attachment 6.6, Sections A.28 – A.37.		33. Please confirm whether the State will provide existing TDOT TMC training materials, exams, manuals, standard operating procedures, and certification records for incumbent staff.	Refer to Sections A.28 through A.37. The Contractor is responsible for the development, administration, maintenance, and delivery of the TMC Operations Training and Certification Program. The State will provide available existing policies, procedures, and training resources as appropriate.
RFP Attachment 6.6, Sections A.28 – A.37.	xi	34. Please clarify whether incumbent TDOT or Covendis staff who transition to the Contractor will be considered already trained/certified, conditionally certified, or required to complete the Contractor full certification program within six months.	Refer to Sections A.28 through A.37 and revised A.88. The Contractor is responsible for the development, administration, maintenance, and delivery of the TMC Operations Training and Certification Program. The Contractor shall determine any training, certification, qualification verification, or competency assessment activities necessary to ensure

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			personnel satisfy all Contract requirements.
RFP Attachment 6.6, Sections A.28 – A.37.	xi	35. Please confirm whether certification exams must be newly developed by the Contractor or may adapt existing TDOT materials subject to State approval.	Refer to Sections A.28 through A.37. The Contractor is responsible for the development, administration, maintenance, and delivery of the TMC Operations Training and Certification Program. The State will provide available existing policies, procedures, and training resources as appropriate to the awarded Contractor.
RFP Attachment 6.6, Section A.31.	xi	36. Please clarify whether the six-month technician certification period begins on date of hire, date of State approval, or first day working in the control room.	Within six (6) months of hire. Please see Pro Forma section A.31 for more information.
RFP Attachment 6.6, Sections A.28, to A.37., A.48., A.63., and A.67.	xv, xxi and xxii	37. Please confirm whether non-certified personnel may work in the control room while in training under supervision, or whether all control room personnel must be fully certified before assignment.	Refer to revised Section A.28. Personnel assigned to operational control room duties shall successfully complete all required training, certification, and approval requirements prior to independently performing Contract services. Personnel in training may observe and participate in supervised training activities but shall not be assigned independent operational responsibilities until all training and certification requirements have been satisfied.
RFP Attachment 6.6, Sections A.28 through A.37, A.63, and A.67.	xv, xxi and xxii	38. Please clarify whether State-mandated external training, such as TIM, MUTCD Chapter 6O, and Intermediate MOT, must be completed before a technician works independently.	Refer to revised Section A.28 and Sections A.29. through A.37, A.63, and A.67. Personnel assigned to TMC operational duties shall meet the minimum qualifications identified in the Contract. State-

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			required training and certification requirements, including TIM, MUTCD Chapter 6O, Intermediate MOT, and other required training identified in the approved Training and Certification Program, shall be completed within the timeframes established by the Contract and approved training program. Personnel in training may participate in supervised training activities but shall not perform independent operational duties until all required training and certification requirements applicable to their position have been completed.
RFP Attachment 6.6, Sections A.28 through A.37.	xii	39. Please confirm whether the Contractor may use a learning management system or online testing platform, subject to State approval.	Yes. The Contractor may utilize a learning management system (LMS), online testing platform, or similar training technology, subject to State review and approval. The Contractor remains responsible for meeting all training, certification, documentation, and reporting requirements identified in Sections A.28 through A.37.
RFP Attachment 6.6, Section A.37.	xxvi	40. Please clarify ownership and permissible reuse of Contractor-developed training materials after contract completion.	Any training materials, manuals, procedures, examinations, or other deliverables developed specifically for this Contract and paid for by the State shall become the property of the State of Tennessee. The Contractor shall not restrict the State's future use, modification, or

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			distribution of such materials. Refer to Pro Forma Section A.37 and Pro Forma Section E.9.
RFP Attachment 6.6, Sections A.96 and E.7.	xxviii and xxxv	41. Please confirm whether liquidated damages apply automatically upon each non-compliance occurrence, or whether the State may first issue a warning letter and corrective action plan	Refer to Sections A.96 and E.7. The State reserves the right to evaluate each non-compliance occurrence and determine the appropriate corrective action, including warning notices, corrective action plans, assessment of liquidated damages, or other remedies available under the Contract.
RFP Attachment 6.6, Sections A.91.	xxviii	42. Please clarify whether the Contractor is required to self-identify and self-deduct all liquidated damages in monthly invoices, or only those agreed to by the State.	The State and the Contractor shall cooperatively assess applicable payment deductions for non-performance. The State will determine the applicability and amount of any payment deduction or liquidated damages assessment in accordance with Sections A.96 and E.7 of the Contract. The State, however, retains the sole right to determine applicability and usage of Liquidated Damages.
RFP Attachment 6.6, Sections A.40 through A.44.	xiii	43. Please provide current templates or examples for monthly TMC Performance Measures Reports, Statewide Monthly Performance Measures Summary Reports, and Monthly TMC Operations Summary Reports.	Refer to Sections A.40 through A.44 regarding reporting requirements. The State does not currently have standardized report templates available for release as part of this procurement. The awarded Contractor shall develop and submit report formats for State review and approval. The State will

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			provide, to the awarded Contractor, access to approved systems, software, facilities, and data necessary to support development of the required reports. Any proposed reporting enhancements remain subject to State approval.
RFP Attachment 6.6, Sections A.40 through A.44.	xxv	44. Please confirm whether Power BI is the preferred platform for monthly and annual performance dashboards.	Power BI is currently utilized by the State for various reporting and dashboard applications; however, the Contract does not require the use of any specific reporting platform. The Contractor may propose reporting and dashboard solutions that satisfy the requirements of Sections A.40 through A.44, subject to State review and approval.
RFP Attachment 6.6, Sections A.40 through A.44 and A.73 through A.82.	xiii and xxv	45. Please identify the State data sources, databases, APIs, reports, or exports that will be made available to support performance reporting.	Refer to Sections A.40 through A.44 and A.73 through A.82. The State will provide the awarded Contractor access to approved systems, software, facilities, and available data necessary to perform Contract services and reporting requirements. Specific system access and permissions will be coordinated during the Start-Up Period.
RFP Attachment 6.6, Sections A.73 through A.82.	xiii	46. Please clarify whether the Contractor may create external databases, dashboards, or data marts outside the TMC environment using State-approved security protocols.	Any Contractor-developed databases, dashboards, data marts, or reporting tools used to support Contract services shall be subject to State review, approval, and applicable State security requirements. The

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			Contractor shall not establish external data repositories containing State data. Refer to Sections A.73 through A.82.
RFP Attachment 6.6, Sections A.91 through A.96 and Table 7.	xxix-xxx	47. Please confirm the specific performance metrics in the current TDOT TMC Operations Manual that will be used for liquidated damages under Table 7.	Refer to Sections A.91 through A.96 and Table 7. The performance measures and associated payment deductions specifically identified in the Contract shall be used for performance monitoring and liquidated damages assessments. The TDOT TMC Operations Manual provides operational guidance and procedures; however, the Contract requirements shall govern for purposes of performance measurement and payment deductions.
RFP Attachment 6.6, Sections A.96 and E.7.	xxviii	48. Please clarify how disputed liquidated damages will be reviewed, documented, and resolved.	The State and the Contractor shall cooperatively review potential performance deficiencies and applicable payment deductions. The State will document performance deficiencies and determine the applicability of any liquidated damage in accordance with Sections A.96 and E.7. The State, however, retains the sole right to determine applicability and usage of Liquidated Damages. The Contract does not define or afford a dispute resolution process available to the Contractor.

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NA	xxxvii	49. Please confirm whether performance measures may be changed only by formal contract amendment.	Performance measures and payment deductions identified in the Contract may only be modified in accordance with the terms of the Contract. Any material changes affecting contractual obligations, performance measures, or payment deductions shall require a contract amendment. The State may update operational procedures, reporting requirements, or guidance documents as necessary, provided such updates do not modify the contractual performance requirements.
RFP Attachment 6.6, Sections A.96 and E.7.	xxviii	50. Please clarify whether performance failures caused by State systems, State-furnished data, software outages, device outages, network failures, or third-party system failures are excluded from Contractor liquidated damages.	Refer to Sections A.96 and E.7. Liquidated damages are intended to address performance deficiencies within the Contractor's control. The State will evaluate the facts and circumstances associated with each performance deficiency prior to determining the applicability of any payment deduction or liquidated damages assessment. Factors outside the Contractor's reasonable control may be considered as part of that evaluation. The State, however, retains the sole right to determine applicability and usage of Liquidated Damages.
RFP Attachment 6.6, Sections A.72 through A.82.	xxiii	51. Please confirm whether the State will provide all required user accounts, licenses, permissions, VPN access, and system training for SWCS, Cameleon, Drivewyze, MH Corbin Platinum, PMIC, Power BI, TrafficVision, Vanguard, Vero, Helpdesk, SmartWay, and 511 Floodgate.	Refer to Sections A.72 through A.82. The State will provide the awarded Contractor with access to State-furnished systems, software, facilities, user accounts,

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			permissions, and associated training necessary to perform the required Contract services, subject to applicable security, access control, and onboarding requirements.
N/A		52. Please provide the current system availability, known limitations, and support contacts for each TMC operating platform.	Operational systems are maintained and supported by the State and its vendors. Detailed system support documentation, support contacts, and operational procedures will be provided to the awarded Contractor during the Start-Up Period as necessary to perform Contract services. Respondents shall develop their proposals based on the requirements of the Contract.
RFP Attachment 6.6, Sections A.40 through A.44 and A.73 through A.82.	xiii	53. Please clarify whether Contractor staff will have permission to export operational data from SWCS, Power BI, Helpdesk, or other platforms for reporting and analytics.	The awarded Contractor will be provided access to data necessary to perform Contract reporting and analytics requirements, subject to State approval and applicable security controls. Refer to Sections A.40 through A.44 and A.73 through A.82. The Contractor shall not establish external data repositories containing State data. Refer to Sections A.73 through A.82.
RFP Attachment 6.6, Sections A.40 through A.44 and	xiii	54. Please confirm whether the Contractor may use approved Power BI workspaces, dashboards, and automated reporting workflows.	Refer to Sections A.40 through A.44 and A.73 through A.82. The Contractor may utilize State-approved Power BI workspaces,

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A.73 through A.82.			dashboards, and automated reporting workflows to support Contract reporting requirements, subject to applicable State security, access control, and governance requirements.
RFP Attachment 6.6, Refer to Sections A.40 through A.44.	xiv	55. Please clarify whether the Contractor may recommend enhancements to TDOT dashboards and data models as part of continuous improvement.	Yes. The Contractor may recommend enhancements to dashboards, reports, analytics, data models, and other operational reporting tools as part of continuous improvement activities. Implementation of any enhancements shall be subject to State review, approval, and applicable change management procedures. Refer to Sections A.40 through A.44.
RFP Attachment 6.6, Sections A.73 through A.82.	xiv	56. Please confirm cybersecurity requirements for remote TMC operations, including VPN, device management, endpoint security, MFA, logging, and data retention.	Contractor access to State systems, networks, and data shall comply with all applicable State information technology, cybersecurity, and access control requirements. Specific requirements, including VPN access, device management, endpoint security, multi-factor authentication, logging, monitoring, and data retention requirements, will be coordinated and provided during implementation and onboarding. Refer to Sections A.73 through A.82 and applicable State technology policies.
RFP Attachment 6.6, Sections	xiv	57. Please clarify whether Contractor-provided laptops or remote workstations must be imaged or approved by TDOT before use.	Any Contractor-provided devices used to access State

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A.45, A.71, and A.73..			systems, networks, software applications, or data shall comply with applicable State information technology and cybersecurity requirements and shall be subject to State review and approval prior to use. The Contractor shall provide and maintain its own computers, internet connectivity, communications equipment, and related technology resources necessary to perform Contract services unless otherwise provided by the State. Device access requirements and approval procedures will be coordinated during implementation and onboarding. Refer to Sections A.71, A.73., and A.85.
RFP Attachment 6.6, Sections A.73 through A.82.	xxiii	58. Please provide the process and timeline for obtaining building access, network access, software access, CJIS/TBI clearance, and system credentials for new hires.	Refer to Sections A.72 through A.82. The State will coordinate building access, system access, software access, and required credentials for approved Contractor personnel following completion of applicable onboarding, security, and background screening requirements. Specific timelines may vary depending on the access type and external agency processing requirements.
RFP Attachment 6.6, Sections A.18 through A.26.	x-xi	59. Please confirm the division of responsibility between Contractor staff and State TMC staff during shift overlaps.	Refer to Sections A.18 through A.26. During shift overlap periods, Contractor personnel and State personnel

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			shall coordinate operational activities to ensure continuity of operations, situational awareness, and transfer of operational responsibilities. State personnel retain overall authority for State-operated functions during their assigned shifts.
RFP Attachment 6.6, Sections A.25 and A.26.	x	60. Please clarify whether Contractor staff will dispatch HELP/RSP during all Contractor shifts statewide or only by region.	Refer to Sections A.25 and A.26. Contractor personnel shall perform HELP and Rural Service Patrol (RSP) dispatching responsibilities during Contractor-operated shifts in accordance with the requirements of the Contract and applicable operating procedures.
RFP Attachment 6.6, Sections A.25 and A.26.	x and xxiii	61. Please confirm whether RSP dispatch requirements apply to all rural interstate routes statewide and whether coverage maps, protocols, and contact lists will be provided.	Refer to Sections A.25 and A.26. Contractor personnel shall support RSP dispatching activities as required by the Contract. Coverage maps, dispatch procedures, operating protocols, and contact information necessary to perform Contract services will be provided to the awarded Contractor during implementation and start-up activities.
RFP Attachment 6.6, Sections A.25, A.26, and A.45(e).	x and xiv-xv	62. Please clarify the Contractor responsibilities for Region 3 traffic signal monitoring, signal malfunction logging, recommendations, and coordination with local maintaining agencies.	Refer to Sections A.25, A.26, and A.45(e). The Contractor shall perform traffic signal monitoring, incident identification, malfunction logging, notifications, and operational coordination activities as directed by the State. Responsibilities may include documenting and communicating

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			operational issues to the appropriate maintaining agency and providing recommendations to the State. The Contractor shall not perform traffic signal timing modifications, field maintenance, or direct signal system changes unless specifically authorized by the State.
RFP Attachment 6.6, Section A.45.e.	xiv	63. Please confirm whether Smart Corridor Traffic Signal Technician services are optional on-call services only, or whether any recurring Smart Corridor support is expected within the annual lump sum.	Smart Corridor Traffic Signal Technician services identified in Section A.45(e) is optional On-Call Services and shall be compensated utilizing the applicable Contract rates. Except for monitoring and coordination activities specifically identified elsewhere in the Contract, no recurring Smart Corridor Traffic Signal Technician services are included within the annual Required TMC Operations Services pricing.
RFP Attachment 6.6, Sections A.25 and A.26	x	64. Please clarify whether the Contractor is expected to support active work zones, smart work zones, connected vehicle applications, and wrong-way driver systems during all Contractor shifts.	Yes. During Contractor-operated shifts, the Contractor shall support transportation systems, operational technologies, and traffic management activities assigned to the TMC, including active work zones, smart work zone deployments, wrong-way driver systems, and other operational systems utilized by the State, in accordance with applicable procedures and Contract requirements. Refer to Sections A.25

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			and A.26, and related operational procedures.
RFP Attachments 6.6 Sections A.73 through A.82; Attachments B, C, and 6.7		65. Please provide current copies of the TDOT TMC Operations Manual and all referenced attachments, policies, procedures, and regional supplements that will govern operations.	Noted attachments were included with the RFP <u>Advertisement</u>. Additionally, the TDOT TMC Operations Manual and applicable operational procedures, policies, and guidance documents will continue to be available to the awarded Contractor during the Start-Up Period and throughout the Contract Term. Respondents shall prepare their proposals based on the requirements identified in the Contract. Refer to Sections A.73 through A.82 and related operational requirements
RFP Attachment 6.6, Sections A.28 through A.37 and A.73 through A.82.	vi	66. Please confirm whether regional differences in operating procedures may be incorporated into the Contractor Standard Employee Guidelines and training program.	Yes. Regional operating procedures, supplements, and location-specific requirements may be incorporated into the Contractor's Standard Employee Guidelines, training materials, and certification program, provided they remain consistent with the requirements of the Contract, TDOT policies, and approved statewide operating procedures. All Contractor-developed guidelines, procedures, and training materials shall remain subject to State review and approval. Refer to Sections A.28 through A.37 and A.73 through A.82.
RFP Attachment	xxvii	67. Please provide the process for contacting, interviewing, and offering employment to existing	See response to Question #9.

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6.6, Sections A.88.		TDOT and Covendis staff during the start-up period.	The State does not require or authorize Respondents to directly solicit, recruit, or initiate employment discussions with current TDOT TMC personnel during the procurement process. Following contract award, the State may coordinate transition activities with the awarded Contractor as appropriate. The Contractor shall be responsible for its own recruiting, interviewing, hiring, compensation, and onboarding processes consistent with the requirements of the Contract. Any existing personnel who independently express interest in Contractor employment shall be offered employment in accordance with section A.88. Please see Pro Forma section A.88 for more information.
RFP Attachment 6.6, Section A.88.	xxvii	68. Please clarify whether TDOT will facilitate transition meetings with existing staff before contract execution or only after the Contract Effective Date.	See response to Question #9. TDOT does not anticipate facilitating transition meetings between Respondents and existing TDOT or contractor personnel prior to contract award or contract execution. Following the Contract Effective Date, TDOT may coordinate transition-related meetings or communications with the awarded Contractor, as determined necessary to support implementation of the Contract. The State does not guarantee the

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			availability or transition of any existing personnel to the Contractor.
RFP Attachment 6.6, Sections A.22, A.23, A.73 through A.82, and A.88	xi and xiii	69. Please confirm whether current staff may continue to work during background checks, drug testing, and Contractor onboarding, or whether all approvals must be complete before assignment.	See response to Question #9. Individuals hired by the Contractor must satisfy all applicable Contract requirements, onboarding requirements, background screening requirements, and other State-required approvals before performing duties under the Contract. Current TDOT personnel will continue to perform their assigned duties as State employees unless and until they separate from State employment and complete the Contractor's hiring and onboarding process. Refer to Sections A.22, A.23, A.73 through A.82, and A.88.
RFP Attachment 6.6, Sections A.28 through A.37 and A.88.	xxiii	70. Please clarify whether the State will provide incumbent employee training records, certifications, performance history, and schedule availability to the awarded Contractor.	The State may provide available training records, certifications, performance history, schedule availability, and other job-related information for personnel hired by the successful Contractor, subject to applicable State policies, privacy requirements, personnel records restrictions, and employee authorizations. The State does not guarantee the availability, completeness, or transferability of existing personnel records. Refer to Response #34 and Sections A.28

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			through A.37 and revised A.88.
RFP Attachment 6.6, Sections A.22, A.23, A.28 through A.37, and A.88.	xxvii	71. Please confirm whether the Contractor may decline to hire an incumbent applicant who does not meet minimum qualifications, compensation expectations, schedule availability, or background requirements.	See response to Question #9. Yes. The Contractor shall determine whether an applicant, when voluntarily applied, meets its employment requirements, provided personnel assigned under the Contract satisfy all applicable Contract qualifications, training requirements, background screening requirements, scheduling requirements, and State approval requirements. . Refer to Sections A.22, A.23, A.28 through A.37, A.48,A.51., A.55., A.59, A.63, A.67 and A.88.
RFP Attachment 6.6, Sections A.22, A.23, A.28 through A.37, A.73 through A.82, and A.88.	xxvii	72. Please clarify the State approval process and expected review duration for proposed new hires and incumbent hires.	See response to Question #9. The State will review proposed Contractor personnel in accordance with the requirements of the Contract and applicable onboarding, qualification, training, security, and staffing requirements. The duration of the review process may vary depending on the position, completeness of submitted documentation, background screening requirements, security access requirements, and other approval dependencies. Respondents shall develop staffing and onboarding plans that account for these review processes and shall not assume any specific

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			approval timeframe. Refer to Sections A.22, A.23, A.28 through A.37, A.73 through A.82, and A.88.
RFP Attachment 6-2, Section 3.1.1, and Section C.	24	73. Please confirm whether respondents may include graphics, tables, matrices, process diagrams, dashboards, and sample forms in the Technical Response, provided no cost information is included.	Yes. Respondents may include graphics, tables, matrices, process diagrams, dashboards, sample forms, and similar supporting materials within the Technical Response, provided such materials are relevant to the requirements of the RFP and do not contain cost or pricing information. Refer to the Technical Response requirements in Section 3.1.1.
NA	14	74. Please clarify whether page limits apply to the Technical Response or any individual sections.	No. There are no page limits applicable to the Technical Response or individual Technical Response sections unless otherwise specifically stated in the RFP.
NA	24	75. Please confirm whether "additional operational services" in C.3 may include no-cost innovations, dashboards, analytics, process improvements, training enhancements, or geospatial tools, provided no pricing is included.	Yes. Respondents may propose additional operational services, innovations, dashboards, analytics, process improvements, training enhancements, geospatial tools, or other value-added concepts as part of their Technical Response, provided such information complies with RFP requirements and does not include cost or pricing information. Any proposed enhancements remain subject to State review and approval.
NA	24-26	76. Please confirm whether examples of prior Power BI dashboards, training materials, or performance	Yes. Respondents may include examples of prior dashboards,

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		reports may be included if all sensitive information and pricing are removed.	training materials, reports, forms, or similar work products as supporting documentation, provided all confidential, proprietary, sensitive, customer-specific, and pricing information has been removed. Please also refer to RFP Section 4.8 for further clarity regarding sensitive information.
RFP Attachment 6.4.	32-34	77. Please clarify whether Attachment 6.4 reference questionnaires may be submitted by email directly to the Solicitation Coordinator instead of sealed envelopes.	Yes, the person submitting the reference on behalf of the RFP respondent may email it directly to the solicitation coordinator. The person submitting the reference shall not include the RFP respondent on the email when submitting the reference via email.
RFP Attachment 6.4.	20 and 32	78. Please confirm whether the two reference letters required under A.6 must be separate from the three Attachment 6.4 references and may involve different projects or different contacts.	Yes, these must be separate per the RFP item A.6. The individual submitting the Attachment 6.4 reference questionnaire on behalf of the Respondent may submit the completed questionnaire directly to the Solicitation Coordinator via email. The Respondent shall not be copied on the email submission. Refer to Attachment 6.4.
RFP Attachment 6.2, Sections B and C, and Attachment 6.4.	26	79. Please clarify whether State of Tennessee project references may be used for Section B.15 and C.19, even though Attachment 6.4 reference providers cannot be current State employees.	Yes. Experience and project examples performed for the State of Tennessee may be used to satisfy the requirements of Sections B.15 and C.19. However, current State employees may not serve as Attachment 6.4 reference providers. Respondents shall

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			comply with the requirements of Attachment 6.4 regarding reference submissions.
RFP Section 5.2.1.5 and Attachment 6.2 – Section D.	15 and 28	80. Please confirm whether the oral presentation must be delivered only by proposed key personnel or may also include corporate executives, SMEs, or transition leads.	Oral presentations may be conducted by any individuals the Respondent determines are appropriate to present the requested topics. This may include proposed key personnel, corporate executives, subject matter experts, transition leads, or other team members. Refer to Section 5.2.1.5 for additional information regarding oral presentations.
RFP Section 5.2.1.5.	15	81. Please clarify whether oral presentation materials become part of the official response and whether they may include refinements that do not materially alter the written response.	Oral presentations are recorded for the procurement file and do become part of a Respondent's official response. Oral presentation materials shall follow the same requirements and restrictions as the technical proposal (e.g., cost information shall not be shared). Oral presentation materials may enhance or clarify a Respondent's technical proposal; however, the oral presentation shall not materially deviate from the Respondent's technical proposal.
RFP Attachment 6.2 Section B.14, Attachment 6.6 Section A.7, and Attachment 6.6 Section D.7.	22, v, xxxviii	82. Please confirm whether respondents may identify subcontractors for limited specialized functions such as background checks, training platforms, analytics support, or signal operations support.	Yes. Respondents may propose subcontractors to perform specialized services in support of the Contract, including functions such as background screening, training platforms, analytics support, signal operations support, or other specialized

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			services. All subcontractors shall be identified and managed in accordance with the requirements of the RFP and resulting Contract. Refer to Attachment 6.2 Section B.14, Attachment 6.6 Section A.7, and Attachment 6.6 Section D.7.
RFP Sections A.18 through A.96.	1 and xxviii-xxxiii	83. Please define "high-quality services" using objective performance criteria, such as measurable service levels, staffing compliance requirements, reporting standards, response-time expectations, training requirements, deliverable acceptance criteria, or other stated contract metrics. Will TDOT confirm that "high-quality services" does not create a subjective, undefined, heightened, fiduciary, or strict-liability standard of care beyond the express requirements of the RFP and resulting contract?	"High-quality services" refers to performance that meets the requirements, deliverables, staffing obligations, operational procedures, reporting requirements, training requirements, performance measures, and other standards specifically identified in the Contract. The Contractor's performance will be evaluated based upon compliance with the requirements of the Contract and applicable performance measures identified therein. Refer to Sections A.18 through A.96 and applicable Contract performance requirements.
RFP Section 1.1, Attachment 6.6, Sections A.18 through A.96.	1 and xxviii-xxxiii	84. Will TDOT confirm that the Contractor's standard of performance will be measured against ordinary professional skill, care, and diligence customarily exercised by similarly situated traffic management center operations contractors performing comparable services, and not by a guarantee of perfect, uninterrupted, or error-free operations?	The Contractor's performance will be evaluated based on compliance with the requirements, deliverables, staffing obligations, performance measures, and other standards identified in the Contract. Refer to Sections A.18 through A.96 and applicable Contract requirements.
RFP Section 1.1, Attachment 6.6, Section	1 xxviii-xxxiii, and xl	85. Will TDOT confirm that the Contractor's obligations are owed only to the State under the contract, and that the language referencing the traveling public and other agencies does not	The rights, responsibilities, and obligations of the parties are established by the

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A.91., A.96., Tables 4-15, and Section D.18.		create third-party beneficiary rights or additional liability exposure to non-parties?	Contract. Respondents shall comply with all Contract requirements as written.
RFP Section 3.3	Pg. 9	86. The RFP states that the pro forma contract "substantially represents the contract document that the successful Respondent must sign." Will TDOT confirm that Respondents may submit exceptions, clarifications, and proposed revisions to the pro forma contract without being deemed non-responsive?	No. Respondents may not submit exceptions, clarifications, or proposed revisions to the pro forma contract during the solicitation process. The intended awarded contractor may submit non-material requests to the State after contract award. The State reserves the right to determine whether any submitted requests constitute material changes.
NA	N/A	87. Please clarify the process by which TDOT will review and consider proposed exceptions to the pro forma contract. Will TDOT negotiate commercially reasonable revisions with the successful Respondent before contract execution?	See response to Question # 86.
RFP Section 4.8	Pg. 12	88. Will TDOT clarify whether Respondents may designate portions of their proposal as confidential, proprietary, trade secret, or commercially sensitive, and whether TDOT will provide notice and an opportunity to object before disclosing any such materials in response to a public records request?	No. Refer to RFP Section 4.8. Proposal materials submitted in response to this RFP shall be handled in accordance with applicable Tennessee law and the requirements of the RFP. Respondents should not assume that proposal materials will be treated as confidential.
RFP Section 4.8	Pg. 12	89. Please clarify whether TDOT will accept narrowly tailored redactions or separate confidential appendices for proprietary business information, trade secrets, financial information, staffing strategy, pricing support, insurance information, and other sensitive materials that are not intended for public disclosure.	See response to Question # 88.
RFP Section 4.8.1	11	90. Will TDOT revise or clarify Section 4.8.1 to state that confidential, proprietary, trade secret, and financial information submitted by a Respondent	See response to Question # 88.

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		will be protected from disclosure to the maximum extent permitted by Tennessee law?	
NA		91. If the RFP requires submission of materials that include proprietary processes, confidential financial information, or commercially sensitive operational approaches, how should Respondents submit those materials while preserving confidentiality protections?	See response to Question # 88.
NA	N/A	92. Will TDOT confirm that a Respondent may submit good-faith exceptions or clarifications to the RFP and pro forma contract while still executing the required Statement of Certifications and Assurances, without such exceptions rendering the response non-responsive?	See response to Question # 86.
Section 3.3 and applicable RFP requirements.		93. Will TDOT confirm that execution of the Statement of Certifications and Assurances does not waive any clearly identified exceptions, assumptions, or clarifications submitted with the Respondent's proposal?	No. Respondents shall comply with the requirements of the RFP, including the Statement of Certifications and Assurances. Exceptions, assumptions, qualifications, or proposed revisions that conflict with the requirements of the RFP or pro forma contract are not permitted unless expressly authorized by the RFP or an amendment issued by the State. Refer to Section 3.3 and applicable RFP requirements.
RFP Attachment 6.2, Section A.3	19	94. Response Requirement A.3 requires submission of recent financial documentation, while Section 4.8.1 indicates that proposal materials may become subject to public inspection. Will TDOT allow Respondents to submit financial information separately and confidentially, subject to an NDA or other written confidentiality protection?	See response to Question # 88.
RFP Attachment 6.2, Section A.3	19	95. Will TDOT accept alternative evidence of financial responsibility, such as a letter from an accredited financial institution, bonding capacity letter, credit reference, parent company support letter, or other non-public financial assurance, in lieu of submitting income statements or balance sheets that may be subject to public disclosure?	No. One of the following documents must be submitted to satisfy A.3 - (1) an official document or letter from an accredited credit bureau, indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau

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			report number without the full report is insufficient and will not be considered responsive.); (2) income statement, indicating the Respondent's financial operations; or (3) balance sheet, showing the Respondent's flow of funds.
		96. Will TDOT execute a non-disclosure agreement or provide written confirmation that submitted financial statements will not be publicly disclosed before requiring a Respondent to submit income statements, balance sheets, or other confidential financial records?	No.
RFP Attachment 6.6, Sections A.91. and A.96 and E.7.		97. Will TDOT remove the liquidated damages requirements from Sections A.96 and E.7 and instead rely on the contract's existing remedies for material breach, failure to perform, or non-compliance?	No.
RFP Attachment 6.6, Section A.91	xxviii	98. If TDOT does not remove the liquidated damages provisions, will TDOT clarify the specific events that trigger liquidated damages, the calculation methodology, any applicable caps, notice and cure rights, and whether liquidated damages will be the State's sole and exclusive monetary remedy for the covered event?	See Tables 4-15. The State and the Contractor shall cooperatively assess applicable payment deductions for non-performance. The State, however, retains the sole right to determine applicability and usage of Liquidated Damages.
RFP Attachment 6.6, Section A.91	xxviii	99. Will TDOT confirm that liquidated damages will not apply to delays, service interruptions, staffing impacts, system failures, emergency events, third-party acts, force majeure events, State-caused delays, or other circumstances outside the Contractor's reasonable control?	Yes. The State and the Contractor shall cooperatively assess applicable payment deductions for non-performance. The State, however, retains the sole right to determine applicability and usage of Liquidated Damages.
RFP Attachment 6.6, Section D.19.	xl	100. Will TDOT revise Section D.19 so that the Contractor's indemnification obligation applies only to third-party claims to the extent caused by the Contractor's negligent acts, errors, omissions, willful misconduct, or material breach of contract?	The State will not agree to make any revisions to Section D.19 (Hold Harmless).

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RFP Attachment 6.6, Section D.19.	xl	101. Will TDOT revise Section D.19 to make the Contractor's indemnification obligation proportional to the Contractor's percentage of fault and exclude liability arising from the acts, omissions, negligence, or willful misconduct of the State, other State contractors, agencies, third parties, or the traveling public?	The State will not agree to make any revisions to Section D.19 (Hold Harmless).
		102. Will TDOT clarify that any duty to defend applies only after a final determination, settlement agreement, or mutual agreement establishing that the claim is covered by the Contractor's indemnity obligation?	The duty to defend (which does not create a right to represent the State) is not conditional on a final ruling, settlement agreement, or other agreement on the applicability of Section D.19 (Hold Harmless) to the claim(s) at issue.
RFP Attachment 6.6, Section D.32.		103. Section D.32 appears to require production of insurance policies. Because insurance policies are complex, proprietary, and commercially sensitive, will TDOT accept certificates of insurance, endorsements, and other standard evidence of coverage in lieu of complete insurance policies?	RFP Section 5.3.5 notwithstanding, upon contract award and prior to signing, the State will, upon request, agree to revise the last sentence in paragraph four of Section D.32 ("The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time") to read as follows: "The State reserves the right to require true copies of all required endorsements, or certified policy excerpts affording coverage at least as broad as the required endorsements, at any time."
RFP Attachment 6.6, Section D.32.		104. Will TDOT revise Section D.32 to state that the Contractor is not required to produce complete insurance policies unless required by court order, subpoena, or other compulsory legal process?	See the State's response to Question 103.
RFP Attachment 6.6, Section D.32.		105. If TDOT requires any insurance policy excerpts, endorsements, or other non-public insurance materials, will TDOT agree to treat those materials as confidential and protect them	Subject to applicable law, including without limitation the provisions of Tenn. Code Ann. §§

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		from public disclosure to the maximum extent permitted by law?	10-7-501 et seq., the State agrees to treat non-public insurance materials provided by the Contractor as confidential.
RFP Section 2.1	5	106. Would TDOT consider changing the response deadline (currently August 17) to a September deadline as the responses to the questions presented will have a material impact on our firm's decision whether to submit a proposal and on the content of our response. Currently, client responses to contractor questions are scheduled for August 5th, leaving only 12 days to respond based on the answers provided.	Please see Item 1 above. The State has adjusted the response deadline.
RFP Attachment 6.6, Sections A.18 through A.20 and Table 2.	viii	107. Would TDOT consider adjusting staffing levels by day and shift to provide more full-time opportunities for TMC Shift Supervisors and Technicians. The current schedule is comprised primarily of part-time roles that are staffed exclusively on weekends, with only 4 midnight full-time spots. This is going to present a challenging environment for new hire training, recruitment, and retention.	No. The staffing requirements identified in the Contract reflect the State's operational needs and recommended staffing model. Respondents shall develop staffing approaches that satisfy the staffing and coverage requirements identified in the Contract. Refer to Sections A.18 through A.20 and Table 2.
RFP Attachment 6.6, Section A.22.	viii	108. Filling position vacancies within the required timeframe presented in the RFP is going to be difficult to achieve. Non-managerial replacement in under 30 days does not provide enough time to advertise, interview, conduct the necessary onboarding protocols (e.g., background checks and HR processing), and allow the candidate notification time to their current employer. Would TDOT consider a 60-day replacement timeline for any vacant position?	Section A.22. and Table 9 are revised to read "...within sixty (60) calendar days..."
RFP Attachment 6.6, Refer to Sections A.22 and A.23.	viii	109. RFP: "For permanent vacancies, the Contractor shall provide a temporary substitute within one (1) day after the vacancy starts". The ability to have trained and available Supervisor and Technician staff available within one day of vacancy (considering some vacancies may not come about with a 2-week notice from exiting staff) is going to be challenging without TMC trained staff available on other projects and the limited number of shifts being filled by the contractor. Would TDOT consider removing the	No. The one-day temporary substitution requirement is necessary to maintain continuity of statewide TMC operations and required staffing coverage. The Contractor shall maintain staffing contingency plans and

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		'one-day substitution clause' if the contractor is making a documented good-faith effort to backfill vacancies as soon as possible.	qualified backup personnel sufficient to satisfy the staffing requirements of the Contract. Refer to Sections A.22 and A.23.
RFP Attachment 6.6, Section A.45.	xiv	110. Can TDOT clarify the expectation of providing on-call TMC Technicians (a), Shift Supervisors (b), without having permanent roles for these individuals on the contract. With the contractor only having a limited number of shifts (night and weekend), it is going to be challenging to maintain trained and qualified Technicians and Supervisors in an on-call status.	Refer to Section A.45. On-call staffing resources are intended to provide surge capacity, temporary staffing support, emergency coverage, special event support, and other operational needs identified by the State. Respondents shall develop staffing approaches necessary to provide qualified on-call personnel capable of responding to authorized State requests.
RRP, Attachment 6.6, Sections A.16, A.28 through A.44, and A.89 and Section C.3.	xxxiv	111. For deliverables such as the Continuity of Operations Plan, all training documentation and facilitation, TMC Ops Manual updates, and all performance measure reporting, does TDOT expect these deliverables and their ongoing utilization to be provided by the staff roles described in the proposal (section A.16) or is the intent that the contractor will provide these services under separate task negotiated rates (e.g., SMEs providing the services described in these sections)?	Refer to Sections A.16, A.28 through A.44, and A.89. Unless specifically identified as an optional or separately compensated service under Section C.3, all required deliverables, plans, reports, training materials, documentation, operational procedures, and ongoing support activities shall be provided as part of the Required TMC Operations Services. Respondents shall propose staffing resources necessary to satisfy all Contract requirements.
RRP, Attachment 6.6, Sections A.16 and A.89, and Section C.3.	xxxiv	112. For the deliverables associated with the 60-day start-up period, will TDOT be negotiating a separate budget utilizing contractor resources that are in addition to the staff defined in section A.16?	No. Compensation for Start-Up Period staffing and Start-Up Period deliverables is included in the fixed Start-Up Period payment identified in Section C.3.

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			Respondents shall provide all staffing and resources necessary to complete the required Start-Up Period activities and deliverables in accordance with Sections A.16 and A.89. No separate budget is anticipated unless specifically authorized by the State.
RFP Attachment 6.6, Sections A.91 through A.96.	xxviii	113. Would TDOT consider removing the “per-infracton” financial penalties, instead establishing a cumulative monthly average with a target 85% achieved in each category. Another alternative would be establishing a KPI process where missed expectations are addressed between client and contractor in the project’s routine update meetings?	No. The State believes the performance measures and associated payment deductions identified in Sections A.91 through A.96 is appropriate for ensuring accountability, operational consistency, and continuity of statewide TMC services. Respondents shall propose staffing, management, and quality control approaches sufficient to meet the Contract requirements.
NA		114. Does TDOT intend to include incentives for achieving established success benchmarks included in Part A.95?	No. The Contract does not currently include performance incentives associated with the achievement of performance benchmarks. Respondents shall develop proposals based on the compensation structure and performance requirements identified in the Contract.
RFP Attachment 6.6, Sections A.6, A.22, A.23, and A.88		115. Will TDOT allow the contractor to include resumes for existing staff employed by TDOT and/or other staffing firms associated with the current contract, providing these individuals agree via letters of commitment?	See response to Question #9. Yes. Respondents may include resumes of proposed personnel, including incumbent personnel currently employed by existing

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			contractors, provided the Respondent has obtained a valid letter of commitment from the individual. Current TDOT employees and existing contractor personnel may only be included if the individual has voluntarily agreed to be proposed and has provided a written commitment to the Respondent. The State does not guarantee the availability or transition of any existing personnel to the Contractor. Personnel assigned under the Contract shall satisfy all applicable Contract qualifications and approval requirements. Refer to Sections A.6, A.22, A.23, and A.88.
RFP Attachment 6.6, Sections C.1. and C.3.	xxxiv	116. What is the dollar amount that will be inserted as the State's Maximum Liability under Contract Article C.1. Will the amount be equal to the full estimated contract value for the entire five-year term.	The cost proposal utilizes estimated usage amounts for RFP evaluation purposes. The number included in Section C.1. will encompass the full expected term of the contract. The budgeted Maximum Liability will be \$27,815,000.00. This Maximum Liability encompasses the Start Up payment, travel reimbursements, as well as required services and full potential usage amounts for optional services.
RFP Attachment 6.6, Section D.18	xl	117. Would the State consider revising Section D.18 so that Contractor liability is capped at the greater of (a) fees paid under the Contract during the preceding 12 months or (b) the total Contract value, rather than two times the State's Maximum Liability, and (c) include (instead of carve-out) liquidated damages from the aggregate liability cap.	No. The State does not anticipate revising the liability provisions of the Contract. Respondents shall submit proposals based on the terms and conditions contained in

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			the RFP and resulting Contract.
NA		118. Since the Contract already excludes consequential damages against the State, will the State agree to a mutual waiver of consequential, incidental, special, exemplary, and punitive damages for both parties	The State does not anticipate revising the liability and damages provisions of the Contract. Respondents shall prepare proposals in accordance with the terms and conditions contained in the RFP and resulting Contract.
RFP Attachment 6.6, Section A.96 and Section E.7.	xxviii and xlvii	119. Article E.7 provides that the State "may" assess liquidated damages. Please describe the factors and criteria the State will use in exercising its discretion to assess liquidated damages and whether the State would consider removing the liquidated damages provision all together and instead rely on its other contractual, legal, and equitable remedies. If the provision is retained, will the State agree to (i) provide written notice and a reasonable opportunity to cure before assessing any liquidated damages, and (ii) exclude the assessment of liquidated damages for delays, service impacts, or performance failures resulting from circumstances beyond the Contractor's reasonable control, including force majeure events, labor and market conditions, State actions or omissions, outages or failures of State-owned or State-furnished systems, and third-party failures not caused by or under the control of the Contractor?	Refer to Sections A.96 and E.7. and responses to Questions 42, 50, and 99. The State will evaluate performance deficiencies and determine the applicability of payment deductions or liquidated damages based on the facts and circumstances associated with each occurrence and in accordance with the Contract requirements. The State does not anticipate removing the liquidated damages provisions from the Contract. The State retains the sole right to determine applicability and usage of Liquidated Damages.
NA		120. Would TDOT consider receiving proposals via electronic submission?	The State has revised the submission method for Respondents. Please see RFP Section 3.2 for the updated response delivery method.
RFP Attachment 6.6, Sections A.17 and A.49 through A.52.	vii	121. The contract states that the Contractor Project Manager shall work at the William R. Snodgrass Tennessee Tower in Nashville, TN, or as directed by the State Project Manager. Please confirm whether the Project Manager is required to be physically onsite or may work remotely.	Refer to Sections A.17 and A.49 through A.52. The Contractor Project Manager shall be available to support the Contract and attend meetings or activities at locations designated by the State. The Contractor Project

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			Manager may work remotely upon approval by the State Project Manager. See revised Section A.50.
RFP Attachment 6.6, Sections A.17. and A.57.	vii and xix	122. Section A.17 requires two (2) TMC Operations Managers, one covering Regions 1 and 2 and one covering Regions 3 and 4. However, Section A.57 states that the Contractor shall provide and staff a full-time onsite TMC Operations Manager at each TDOT TMC. Please clarify the required number of TMC Operations Managers for full staffing. Is the requirement two managers total or one manager at each of the four TMC facilities?	See response to Question #2.
RFP Attachment 6.6, Sections A.17 and A.57.	vii	123. Please clarify the expected primary work location(s) of the TMC Operations Managers and whether each manager is expected to maintain a regular onsite presence at multiple TMCs within their assigned regions.	See Response to Question #2 and Question #3.
RFP Attachment 6.6, Section C.3.	xxxiv-xxxv	124. Please clarify where travel costs are expected to be included in the Cost Proposal.	Travel costs associated with Required TMC Operations Services shall be included within the Respondent's annual Required TMC Operations Services pricing. Reimbursable travel, if authorized by the State, shall be compensated in accordance with the provisions of Section C.3 and C.4. Refer to Section C.4 for additional information regarding travel funding and reimbursement.
N/A		125. Please indicate when during the project TDOT will provide details about existing TDOT employees and employees who may transition to this contract. We are interested in number of positions, names, employer, years of service and current salary (for contracted positions).	See response to Question #9.
RFP Attachment 6.6, Sections A.17, A.18 through A.23, and A.57		126. For the 2 TMC Manager positions, please describe the existing TMC Org Chart to understand how many contract and TDOT staff this position will oversee operationally.	Refer to Sections A.17, A.18 through A.23, and A.57. Respondents shall develop proposed organizational structures that satisfy the Contract staffing and

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			management requirements. The Contractor's TMC Operations Managers will be responsible for oversight of Contractor personnel assigned to their respective regions. Existing State staffing structures may change over the term of the Contract and are not intended to define Contractor management responsibilities.
RFP Attachment 6.6, Sections A.52, A.56, A.60, A.64, and A.68.	iii	127. Please identify the methodology and geographic market TDOT will use to determine compliance with the "average market research hourly rate" requirements.	Refer to Sections A.52, A.56, A.60, A.64, and A.68. The Contractor shall be responsible for conducting and documenting market research sufficient to demonstrate compliance with the Contract requirements. As a minimum, market research shall be based on comparable positions within Tennessee and neighboring states, consistent with the definition of Market Research Hourly Rate in Section A.2. The Contractor shall maintain documentation supporting its methodology, data sources, geographic market assumptions, position comparisons, and conclusions. The State reserves the right to review and evaluate the Contractor's methodology and supporting documentation during contract administration. See revised definition in Section A.1.
RFP Attachment	xiv	128. Under what circumstances does TDOT anticipate utilizing Remote TMC Technicians and	Refer to Section A.45(d). Remote TMC

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6.6, Section 45.		what historical usage has occurred during the last three years?	Technicians are optional On-Call Services that may be utilized by the State to support operational needs, emergency situations, staffing contingencies, special events, continuity of operations, system testing, or other circumstances determined by the State. Historical utilization data is not available because the State has not previously tracked or utilized these services in a manner comparable to the services contemplated under this Contract. Respondents shall develop pricing based on their own assessment of the Contract requirements.
RFP Attachment 6.6, Sections A.17. and A.57.	vii and xix	129. Contract Section A.17(c) requires two (2) full-time TMC Operations Managers, one covering the TMCs in Regions 1 and 2 and one covering the TMCs in Regions 3 and 4. Contract Section A.57 states the Contractor shall provide and staff a full-time on-site TMC Operations Manager at each TDOT TMC. Please clarify the required number of TMC Operations Manager positions and the on-site expectation for each.	See response to Question 2 and Question 3.
RFP Attachment 6.6, Section A.20, Table 2 and Section A.75.	vii-viii and xiii-xiv	130. Section A.75 requires the Contractor to provide Control Room staffing for all State observed holidays as required by the Staffing Plan. Section A.20 defines weekday Contractor shifts relative to State shifts (starting one-half hour before the end of the State PM shift and ending one-half hour after the start of the State AM shift). For a State observed holiday falling on a weekday, when State staff do not work: (a) is the Contractor responsible for Control Room coverage for the entire 24-hour period or only the shift hours defined in the Staffing Plan, and (b) what shift start and end times apply in the absence of State AM and PM shifts?	Refer to Sections A.20 and A.75. Contractor staffing on State-observed holidays shall be provided in accordance with the approved Staffing Plan and Contract staffing requirements. Unless otherwise directed by the State, Contractor personnel shall provide coverage during the Contractor-assigned shifts only and shall not be responsible for full 24-hour coverage solely due to a State-observed holiday. Holiday staffing

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			schedules and shift transition expectations will be coordinated by the State and documented in the approved Staffing Plan.
RFP Attachment 6.6, Section C.3, Section A.89, and Attachment 6.3.	xxxiv	131. The Cost Proposal (Attachment 6.3) contains an annual cost item for Required TMC Operations Services and hourly items for on-call services, but no separate cost item for the 60-day Start-Up Period. Please clarify how the Contractor is compensated for Start-Up Period activities and deliverables: is Start-Up effort to be included within the Year 1 annual amount, and does the annual amount commence at the Contract Effective Date or upon commencement of full operations?	Refer to Sections C.3 and A.89. The fixed Start-Up Period payment identified in Section C.3 provides compensation for Start-Up Period staffing and required Start-Up Period deliverables during the sixty (60) day Start-Up Period. Required TMC Operations Services pricing is separate from the Start-Up Period payment and shall be priced in accordance with Attachment 6.3. Unless otherwise directed by the State, the annual Required TMC Operations Services compensation shall commence upon the Contractor assuming full operational responsibility at the conclusion of the Start-Up Period.
RFP Attachment 6.2 – Section A.6	20	132. Section A.6 requires two (2) reference letters included in the technical proposal, and Attachment 6.4 requires three (3) completed reference questionnaires, with the RFP noting the two sets are separate. Please confirm whether the same individual or client organization may provide both an A.6 reference letter and an Attachment 6.4 questionnaire, or whether the five references must come from different individuals.	The same individual or client organization may provide references that satisfy the requirements of Section A.6, and may also submit a reference questionnaire for inclusion as Attachment 6.4.
RFP Attachment 6.6, Sections A.1.hh. and A.31.	lii and xi-xii	133. Please describe the State's process and expected timeline during the Start-Up Period for Contractor staff onboarding dependencies administered by or through the State, including TBI background check processing, facility access and badging, and State systems access provisioning, and confirm whether any of these steps may begin prior to the Contract Effective Date.	Contractor onboarding shall be completed within sixty (60) calendar days, and full certification shall be completed within six (6) months. For dependencies administered by or through the State, refer

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			to A.72.d. The State will coordinate building access, system access, software access, and required credentials for approved Contractor personnel following completion of applicable onboarding, security, and background screening requirements. Specific timelines may vary depending on the access type and external agency processing requirements. None of these steps may begin prior to the Contract Effective Date.
RFP Section 3.1.1	6	134. Section 3.1.1 Technical Response - Is there a page limit for the Technical Response?	No. There is no page limit for the Technical Response or its individual sections unless otherwise specifically stated in the RFP. Respondents should provide sufficient detail to address all evaluation requirements.
RFP Attachment 6.6, Sections A.21., A.31, and A.91.	viii, xi-xii, and xxviii	135. Contract Scope A.21 - Does the Contractor have any recourse if the State renders an opinion that an employee is not performing his/her duties in accordance with this Contract?	Refer to Sections A.21, A.31., and A.91. The State reserves the right to determine whether Contractor personnel are performing in accordance with Contract requirements. The Contractor may provide information or clarification regarding personnel performance; however, the Contractor remains responsible for promptly addressing State performance concerns and complying with all personnel requirements identified in the Contract.
RFP Attachment	xxviii	136. Contract Scope A.96 - Performance Measures and Deductions - The list of potential liquidated damages is extensive and, in many	No. The State believes the performance measures and

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6.6, Sections A.91-A.96		cases, are ill-defined and can be applied subjectively. We respectfully request that the State consider reducing the total number of LD items and redefine its Performance Measures to focus on those that directly impact the ability of the TMC to achieve its key functions.	associated payment deductions identified in Sections A.91 through A.96 are appropriate to support accountability, operational consistency, and continuity of statewide TMC services. Respondents shall develop staffing, training, quality management, and operational approaches sufficient to meet the Contract requirements.
RFP Section 2	5	137. Schedule of Events 2- Would the State consider extending the response deadline to allow time for the respondents to incorporate responses to questions from the State?	The State has extended the response deadline. Please refer to the updated schedule of events in item 1.
RFP Attachment 6.6, Sections A.52, A.56, A.60, A.64, and A.68	Various	138. Scope A. 60, 64 & 68- What is the average TMC Operations Manager, TMC Shift Supervisor, and TMC Technician rate that TDOT is currently paying?	See response to Question #9. Respondents shall independently determine compensation strategies necessary to satisfy the Contract requirements related to recruiting, retention, staffing, and market-based compensation. The State will not provide current compensation information, wage rates, salary information, or other compensation data for existing TDOT employees or contractor personnel. Refer to Sections A.52, A.56, A.60, A.64, and A.68.
RFP Attachment 6.6, Section A.45.e.	xiv-xv	139. A.45. On-Call Services. e. On-Call Smart Corridor Signal Technician - 1. When will the on-call Smart Corridor Traffic Signal Technician be required to be on call? Nights and weekends only or normal business hours Monday – Friday? 2. Will the On-call Smart Corridor Traffic Signal Technician be required to respond to arterial signal equipment malfunctions in the field? Or being responsible for assisting the local agencies participating in the Smart Corridor with	Refer to Section A.45(e). Smart Corridor Traffic Signal Technician services are optional On-Call Services that may be requested by the State as operational needs require. Requests may occur during normal business hours, nights, weekends, holidays, emergencies,

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		preventative signal maintenance as the I-24 SC signal field technician does now? 3. The current I-24 ICM staffing program has a Smart Corridor Traffic Signal Field Technician and Smart Corridor TMC Technicians embedded in the TDOT Region 3 TMC, these are separate roles with very different skill sets. Please confirm that this contract will only include a SC TMC Technician that is embedded in the TDOT Region 3 TMC.	or special events. No minimum utilization is guaranteed. No. Smart Corridor Traffic Signal Technician services under Section A.45(e) are intended to support operational and technical activities requested by the State. Routine traffic signal field maintenance and preventative maintenance services are not included unless specifically authorized by the State The Contract does not require a dedicated full-time Smart Corridor Traffic Signal Field Technician position. Smart Corridor Traffic Signal Technician services identified in Section A.45(e) is optional On-Call Services that may be requested by the State. Unless specifically authorized by the State, the Contract does not include recurring field maintenance responsibilities.

3. **Delete RFP # 40100-51745, in its entirety, and replace it with RFP # 40100-51745, Release # 2, attached to this amendment.** Revisions of the original RFP document are emphasized within the new release. **Any sentence or paragraph containing revised or new text is highlighted.**
4. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.