



**REQUEST FOR PROPOSALS # 40100-PBMC0001  
REGION 3 NORTH AND 40100-PBMC0002 REGION 3  
SOUTH  
AMENDMENT # 3  
FOR PERFORMANCE BASED MAINTENANCE  
SERVICES**

DATE: 11/17/23

1. Delete RFP # 40100-PBMC0001 REGION 3 NORTH, RFP # 40100-PBMC0002 REGION 3 SOUTH, Scope of Services, and RFP Attachment 6.5 Pro Forma Contract in its entirety, and replace it with RFP # 40100-PBMC0001 REGION 3 NORTH Release #2, RFP # 40100-PBMC0002 REGION 3 SOUTH Release #2, Scope of Services Release #2, and RFP Attachment 6.5 Pro Forma Contract Release #2. Revisions of the original documents are emphasized within the new release. **Any sentence or paragraph containing revised or new text is highlighted.**
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.

SECTION	QUESTION / COMMENT	STATE RESPONSE
	What is considered a Level 3 incident? Does it require a TMA?	Incidents should be classified per the Region 3 Interstate Incident Management Plan as minor, intermediate, and major. Major incidents are two hours or greater in duration and will require full work zone closure in accordance with MUTCD. Section 11 of Scope of Services has been revised to include "major" instead of level 3 incidents.
RFP 1.4.5	This section states "It is encouraged for Respondents to submit bids digitally." Please confirm whether this should be a digital or hardcopy submittal and where the package should be submitted if a digital copy is acceptable.	The following language is being removed from RFP 40100-PBMC0001 Region 3 North and RFP 40100-0002 Region 3 South: "It is encouraged for Respondents to submit bids digitally". Per RFP Section 3.2.2.1., for the digital copies of the technical response, the state does require six (6) copies.
RFP	Will the Department please clarify which, if any, of the following count towards the	The 50-page technical proposal is to include all required responses. The only

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	technical proposal's 50-page limit: - General Qualifications and Experience Table - Information to be provided in the General Qualifications and Experience section - RFP Attachment 6.1 - RFP Attachment 6.2 - Section A - Information requested under 6.2 - Section A (A.7-A.11) - RFP Attachment 6.2 - Section B	pages that could be submitted and not counted towards the 50-page limit are maps, graphs and charts included as an appendix to the technical proposal. Please see updated RFP.
SOS 22.1	The RFP requires the Contractor to notify the Department within 24 hours if the repair/replacement is estimated to exceed \$75,000. However, with such notification, the Contractor must have a "detailed scope" of all costs as well as a timeline to complete. It is unlikely that the Contractor will have all the required information within 24 hours. Please consider modifying to require notification within 24 hour but a reasonable time (considering the circumstances) to provide the necessary information.	Section 22.1 is being revised to say, "estimated scope." The Contractor must notify the Department within twenty-four (24) hours when the Contractor first estimates that the repair or replacement will exceed \$75,000. This notification could come after work has begun on the repair but before the full extent of the repair is estimated.
SOS 23	The SOS requires the Contractor to notify the Department of third party damage within one hour "via mail." Please correct to "via E-mail."	This will be corrected to "via E-mail."
RFP 3.1.1.1	Does RFP Attachment 6.2 (page 22 and 23 of RFP) count toward the 50 page limit, once printed and filled out?	Yes
RFP 3.1.1.2	Must fonts within graphics, charts, pictures, tables or infographics be 12-point font minimum?	Per RFP 3.1.1.2., the Technical Response must be at least 12-point font. However, fonts within graphics, charts, pictures,

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		tables or infographics are not subject to this requirement.
RFP 3.1.1.4	Does the response to the General Qualifications and Experience section count towards the 50 page limit? What order does the General Qualifications and Experience checklist need to appear in? In front of RFP Attachment 6.2 or after the 50 page limit technical proposal?	Responses to the General Qualifications and Experience count towards the 50-page limit. The Responses to Section 3.1.1.4 General Qualifications and Experience are to be positioned before responses to RFP Attachment 6.2. Please see updated RFP.
RFP Attachment 6.1	Does this account against the 50 page limit? Or belong in an Appendix section?	RFP Attachment 6.1 counts towards the 50-page limit.
SOS 25.1.3	Is the Annual Traffic Control Plan required to be signed and sealed by a licensed PE registered in Tennessee?	No, PE signing and seal of the Annual Traffic Control Plan is not required.
SOS 29.2.4	Is there a square footage limit or quantity limit for failed paint systems repairs on steel members as part of routine maintenance? What amount of steel painting area is considered non-routine maintenance?	There will be a maximum of 25 square feet per bridge to be included as routine maintenance. See revised Scope of Services 29.2.4.
SOS 15	Immediately upon award, will the payment for maintaining I-65 in Robertson County through construction widening (Project 124263.04) be subject to the reduced payment of 45% of the pro-rate lane mileage? The project is stated as 9.63 miles long with an estimated to be completion date of April 5, 2025. 9.63 miles x 4 existing lanes = 38.52 lane miles, 45% pro-rated, approximately 11 months. Are these assumptions and calculations correct?	Yes, this section will be deducted upon reward. The provided breakdown is correct: 38.5 miles at 45% pro-rate for the duration of construction, which is anticipated at approximately 11 months.
SOS 15	How will the total lane mile calculation be derived for	The total lane miles for each contract are stated in Exhibit A Section 1. The calculation is

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	concurrent contracting reductions?	determined in Section 15 of the Scope of Services.
SOS 33	Will the new barrier wall being constructed in the median for the I-65 Robertson County widening project (Project 124263.04) require sweeping both north and southbound post-construction? If so, what is the total additional shoulder mileage and cycle frequency required to be swept? Should this cost be included in the lump-sum price?	Scope of Services 33.3 - Table 14 will be updated to include Robertson County, I-65, M.M. 111 to M.M. 121. This will be included in the monthly unit pricing for routine maintenance services and shall begin post-construction.
SOS 32.4	From a work zone safety standpoint, what are the equipment and traffic control requirements for a mobile operation to support daily debris removal?	Refer to the Work Zone Field Manual 2021 for guidance. A link has been added to the PBMC website. Daily debris removal has been updated to twice weekly, see revised SOS Section 32.4 as part of Amendment 3.
SOS 31.1.1	What specifications will govern the Tier 2 and Tier 3 permanent asphalt pavement repairs? Is the unit price all-inclusive of mobilization, milling machine, material transfer vehicles, rollers, traffic control, etc.?	See TDOT Standard Specification for Road and Bridge Construction, Part 4 Flexible Surfaces, for asphalt specifications. This unit price is to include all materials and activities to make the needed pavement repairs. This includes but is not limited to materials, mobilization, milling machine, material transfer vehicles, rollers, traffic control, etc.
SOS 31.1.1	Will the Tier 2 and Tier 3 unit prices and total extended evaluation costs be used in the overall price and scoring assessment if TDOT elects to reject the pricing? Or will the pricing, if chosen to be rejected, be rejected post evaluation and award?	The Tier 2 and 3 unit prices and total extended cost will be used in the overall price and scoring assessment as shown in the RFP. If TDOT chooses to reject pricing, it would be at a later date.
SOS 31.1.1	If the Tier 2 and Tier 3 unit prices are rejected, will the monthly asphalt condition assessment report still be required?	The monthly condition assessment report is always required.

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SOS 12	Can TDOT explain what the T2 material certification process is and what material certifications are required for TDOT to approve of the final acceptance of a material permanently incorporated into the project? Does the construction office have a step-by-step guide that details the process and requirements?	Visit the TDOT Materials and Tests QPL site linked on the PBMC webpage for the Product Evaluation Submittal Form for the approval of new products. Visit the TDOT Materials and Tests webpage under Field Operations/Forms to download a DT-0044 (T2) form for Material Certification. Questions regarding material approvals or certification may be answered on the TDOT Materials & Tests webpage or by Materials & Tests staff. However, please note that specific questions regarding this RFP may not be directed to anyone other than the Solicitation Coordinator at this time.
	Can TDOT provide the construction project administration manual showing all the administrative, documentation and paper submittal requirements for the PBMC?	TDOT does not have a project administration manual for the PBMC at this time.
Proforma Contract	Please add the same language as in the RFP and/or Scope into the contract therefore there is full clarity as to the performance and payment bond term being annual renewable.	The following revision will be reflected in the ProForma Contract - To the Tennessee Department of Transportation in the full <del>contract</del> amount of \$, in order to secure....
P&P Bond Form	Is it acceptable to edit the pdf to add the dates and \$ amounts or will a Word version or otherwise editable version be provided?	The Department will fill in the blanks on the pro forma contract, including the initial payment and performance bond, for the two contractors selected and send out for signatures. No part of the Pro Forma Contract needs to be filled out for the response to the RFP. It is provided for your reference and comments only at this time.
P&P Bond Form	What line items are included in the calculation of annual contract amount to determine the bond	The payment and performance bond for any given year will cover the sum of the twelve

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	value in year 1 as well as in subsequent years?	monthly payment amounts to be made in that year.
SOS 2.4	Is there an inventory of the Stormwater Ponds and Mitigation Areas? Can the permits, or at least a representative example of a permit that can be provided to the prospective bidders? Is there any formal inspections that are required as part of some or all of the permitted facilities? Is a sign off from a PE required for these inspections?	TDOT does not have an inventory of stormwater ponds or mitigation areas, or related permits, in the contract locations. Inspection requirements will be based on the applicable permit(s).
SOS 19.5	The link to detour routes is to an older (2017) version. A 2023 version (file labeled 2021) is noted in Section 19.5.3 on page 45. It is assuming the link to the newer version was intended here. Please confirm or advise if otherwise.	A link to the updated version has been posted to the PBMC website.
SOS 19.5.5.	Please define Area of Operations	See revised SOS Section 19.5.5. "Area of Operations" has been revised to "incident location."
SOS 19.5.6	Can the interim agreement for emergency response (executed by TDOT May 12, 2005, be provided or note where to find it?	This will be posted on the website when available.
SOS Figure 3 (page 61)	Withholding Calculation Example. Will TDOT consider providing a revised example for each contract using the respective applicable baseline date for each contract? It is very important that proposers fully understand and are properly calculating this important portion of the scope.	See the revised Withholding Calculation Example in Figure 3 and updated information in Table 6 within the Scope of Services.
SOS Tables 1-6 (page 62-70)	There are discrepancies in the list of characteristics and characteristic weights in the Scope Withholding	See the revised Withholding Calculation Example in Figure 3 and updated information in

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	<p>Calculation Example, Scope Rating Criteria Tables 1-6 and the MQA baseline data link to the BI tool. The table below provides a summary of the noted inconsistencies. that follows (or the MQA Manual). Please review and revise accordingly.</p>	<p>Table 6 within the Scope of Service.</p>
<p>SOS Tables 1-6 (page 62-70)</p>	<p>After making any adjustments related to the prior question, please review (and revise as needed) to confirm the sum of the characteristics weighting per element adds up to 1.0. Also confirm the sum of all elements remains at 1.0.</p>	<p>Yes, the sum of the characteristics weighting per element add up to 1.0. The sum of the elements also add up to 1.0.</p>
<p>SOS 29.2.4</p>	<p>The performance expectations and maintenance requirement for Failed Paint System on steel members needs to be further defined. It is suggested to be limited to spot painting &lt;25 SF. This limitation should be sufficient for routine maintenance of the coating system until full scale painting of bridge components can be programmed separately.</p>	<p>The Scope of Services has been revised to a maximum of 25 square feet for routine maintenance. See revised section 29.2.4</p>
<p>SOS 29.2.6</p>	<p>Repainting of an entire coating system or entire bridge components should be considered rehabilitation and added to the examples in this subsection.</p>	<p>The Scope of Services has been revised to a maximum of 25 square feet for routine maintenance. Anything more than 25 SF would not be considered routine maintenance, and thus is not a requirement of the contractor per Section 29.2.4. See revised section 29.2.4</p>
<p>RFP Bid Bond</p>	<p>Are their further details on what is expected on the Bid Bond other than the original paper copy is to be submitted in a sealed envelope accompanying the technical proposal and</p>	<p>Attachment 6.6 Bid Bond Form has been added to RFP Region 3 North and RFP Region 3 South.</p>

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	labeled accordingly? If so, please advise.	
RFP 3.1.1	This section provided a notice that no pricing or cost information shall be provided in the Technical Proposal (even pricing related to other projects). Section 6.2 Item B.4 p.24 asks for Experience and Performance with Similar Contracts including the contact value. It is assumed that providing the contact values requested will not cause the response to be deemed responsive and rejected. Please confirm or advise otherwise?	Section B.4 has been revised to remove "contract value."
RFP 3.1.1.3	Requires the format of the technical response to follow the Technical Response & Evaluation Guide in RFP Attachment 6.2. However, RFP Attachment 6.2, does not appear to include the responses requested in the Table included in 3.1.1.4. Section 3.1.1.5 states the response may be deemed non-responsive if RFP Attachment 6.2 is not followed? Is it acceptable to include the responses requested in 3.1.1.4 in an Appendix, if not please advise?	It is not acceptable to include the responses in Section 3.1.1.4 in an appendix. Section 3.1.1.4 should be included as part of the Technical Response. The Responses to Section 3.1.1.4 General Qualifications and Experience are to be positioned before responses to RFP Attachment 6.2. Please see updated RFP.
RFP 3.1.1.4	Please review and advise where these responses shall be provided within the Technical Response as it does not appear to be addressed within the Technical Response & Evaluation Guide in RFP Attachment 6.2.	Section 3.1.1.4 should be included as part of the Technical Response. The Responses to Section 3.1.1.4 General Qualifications and Experience are to be positioned before responses to RFP Attachment 6.2. Please see updated RFP.
SOS 11.6	The SOS states "No staging or storing of operations shall take place on the Right-of-Way of State Property"	Written permission to stage mowing equipment on the ROW will be required per Section 11.6. The Department will not be responsible for any

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	<p>Does this mean that mowing equipment must be removed from the ROW each day although mowing of that section has not been completed? Would this be one of the cases where written permission to stage equipment on the ROW is required?</p>	<p>damage or loss of equipment if given permission. All equipment staged on ROW must be out of the clear zone.</p>
<p>SOS 11.6</p>	<p>The SOS states "All of contractor's equipment shall be capable of automatically providing digital alerts of their location to motorists and commercial vehicles via consumer phone application, vehicle OEM navigation systems, and commercial vehicle automated data logging systems."</p> <p>Does this requirement apply to equipment such as mowers, front-end loaders, etc. that are used in close proximity to the shoulder or driven on the shoulder?</p>	<p>See revised Section 11.6 of Scope of Services. This has been removed as part of Amendment 3.</p>
<p>SOS 25</p>	<p>The SOS states "All required Contractor plans and reports shall be signed and certified as being true and accurate by the Contractor's Chief Executive Officer or delegated authority. If the authority is delegated, such delegation shall be in writing and provided to the Department prior to submittal of such plans and reports"</p> <p>Will TDOT be willing to accept the Contractor's Project Manager as the responsible party to sign and certify the Plans and Report?</p>	<p>The Project Manager could perform this function as long as the Contractor's Chief Executive Officer has previously delegated it to them, documented in writing to the Department.</p>
<p>SOS 25</p>	<p>The SOS states "All required Contractor plans</p>	<p>The Contractor is required to certify as being true and</p>

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	<p>and reports shall be signed and certified as being true and accurate by the Contractor's Chief Executive Officer or delegated authority. If the authority is delegated, such delegation shall be in writing and provided to the Department prior to submittal of such plans and reports"</p> <p>Can TDOT provide additional information as to the administrative process they require to certify plans and reports?</p>	<p>accurate by the Contractor's Chief Executive Officer or delegated authority.</p>
RFP 6.1 and 6.2	<p>Will the pages of these attachments be counted as part of the page count for the 50 page limit?</p>	<p>Yes</p>
SOS 7	<p>The SOS states "Beginning with the initial monthly payment and 12 months t after, monthly payments for the subsequent twelve-month period will be adjusted annually..."</p> <p>Can the Department clarify that the base index month for the CPI will be May 2024 assuming the contract is executed by February 1, 2024?</p>	<p>This section has been revised. The base index will be January 2024. Adjustments will be made each January and based off the change from January to December of the previous calendar year. The first adjustment will be made in January of 2025. It will be the percent change from the base (January 2024 to December 2024) or 5%, whichever is less.</p>
SOS 22.1	<p>The SOS states "Any single -incident damage less than \$40,000 shall not be additive to the annual non-reimbursable cap."</p> <p>This language appears to negate the annual cap. As an example if there were 6 events at \$39,000 = \$234,000, the contractor would not receive any compensation under the per repair or annual caps. Is the Departments' intent?</p>	<p>Yes, this is the intent. The cap applies to single-incident damage of \$40,000 or more.</p>
SOS 25.3.1	<p>The SOS states "The Contractor shall perform a Total Project Pothole</p>	<p>Revised to one report weekly on Friday.</p>

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	<p>Location Ride weekly. The Contractor shall provide documentation of the weekly ride findings to include the areas identified (in each direction of travel), the date identified, the scheduled repair date, and the actual repair/accomplishment date. Logs shall be submitted to the TDOT Engineer on Tuesdays and Fridays each week. (Also see Exhibit B, Section 31)"</p> <p>Would the Department consider reducing the reporting frequency to once per week on Fridays? Also we note there is no Exhibit B in this section.</p>	
SOS 25.1.1	<p>The SOS states "The Contractor shall develop an associated budget to ensure the desired maintenance outcome is achieved. The budget shall be incorporated as part of the work plan submission(s)"</p> <p>What is the Department's intent in requiring the submittal of work plan budgets? This does not seem to be consistent with the concept of performance based contracts.</p>	<p>The SOS 25.1.1 has been revised to: "The Contractor shall develop an associated budget to ensure the desired maintenance outcome is achieved for any work outside routine maintenance. The budget shall be incorporated as part of the work plan submission(s)." The budget only needs to be included for work outside of routine maintenance, e.g. prescriptive items or force account work. This is to ensure TDOT's budget will cover the planned work outside of routine maintenance.</p>
SOS 25.11	<p>The SOS states "The Work Plan shall include the appropriate level of staffing per work activity. The Department will base its approval of the staffing level based upon the Department's Best Practices Manual and industry standards"</p> <p>This is prescriptive language requiring the contractor to staff according to Department</p>	<p>Portions of Section 25.1.1 have been revised to: "The Department will base its approval of the staffing level based upon industry standards." The intent is to ensure proper staffing is required for various work activities.</p>

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	standards and approvals and would restrict the contractor's approach and processes to accomplish the work. Further, it hinders the contractor's ability to innovate and is not in concert with the performance base contracts.	
SOS 27.2	<p>The SOS states "An initial Maintenance Quality Assessment has been performed by the Department and provided to the prospective contractors prior to the submission of Proposals."</p> <p>Can the Department clarify where this information is available?</p>	The Initial Maintenance Quality Assessment has been posted to the TDOT PBMC website under "Link to MQA baseline data."
SOS 29.2.4	<p>The SOS states "Failed paint system on steel members."</p> <p>Is it the Departments' intent that the contractor repaint the entire structure under the Routine Maintenance Needs or is the language directed to spot painting of specific failed sections.</p>	It is not the Department's intent to paint the entire structure. It is the Department's intent for the contractor to conduct routine maintenance operations, which shall be limited to spot painting of specific failed sections at a quantity not to exceed 25 SF. Scope of Services Section 29.2.4 has been revised to limit spot painting to 25 SF.
SOS 29.2.7	The SOS states "In the first year of the contract, expect to take responsibility for any and all Critical Finding and Priority Maintenance Bridge work identified during the 15-day period before this contract's execution date. Also expect to take responsibility for all Critical and Priority Bridge Work identified during the six (6) month period before this contract's execution date. The contractor is expected to complete these inherited Bridge Work within their prescribed time frame"	Section 29.2.7 has been revised to remove work identified prior to this contract's start date.

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	Can the Department clarify where/when the contractor will receive this information prior to bid submittal date in order to include this pricing in its' bid?	
SOS 30	<p>The SOS states "Drain inventory is provided for only one county (Davidson)."</p> <p>Does the Department require drain cleaning in only Davidson County? If other locations are involved, will the Department provide these locations?</p>	No. This is for the entire Region. The following drains will be cleaned annually (i.e. five times during the initial five-year term): catch basins with grates and wall cutout drains associated with median barrier walls; scupper drains associated with bridge parapets. The following drainage structures will be addressed as needed: median drains, trench drains, bridge drains with grates, and pipe networks. The above assets can be found on the asset summary sheets on the PBMC website.
SOS 31	<p>The SOS states "The Contractor will be required to assess the condition of all paved areas and submit to the Department a monthly condition assessment report with recommendations"</p> <p>Can the Department differentiate between the requirement in Section 31 verses a similar requirement in Section 25.3.1 Work Plan, Third Paragraph?</p>	Section 25.3.1 is to include Tier 1 repairs and has been revised to report monthly to TDOT. Section 31 is to address Tier 2 and 3 repairs and will remain as a monthly report. In Section 25.3.1, the following statement has been removed: "Logs shall be submitted to the TDOT Engineer on Tuesdays and Fridays each week."
SOS 30	This table only provides the inventory for one county. Does the Department require Bridge Cleaning in locations other than Davidson County? If so, will the Department make the inventory of these locations available?	No. The locations stated in the Scope of Services were the only locations requiring the bridge cleaning.
SOS Definitions	The SOS states 12. Contract Services Inspector: ..."TDOT Engineer"	Scope of Services Definition 11 'Contract Engineer' is being removed. All references to 'Engineers' are TDOT employees.

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	<p>should be "Contract Engineer" Throughout documents.</p>	
SOS Definitions	<p>The SOS states 19. Debris: ..."similar solid materials that are of any size which may cause a motorist to swerve" needs better definition.</p> <p>Recommend " similar solid materials that are greater than 1 cubic foot which may cause a motorist to swerve"</p>	This language remains unchanged in the Scope of Services.
SOS Exhibit A,1 General	<p>The SOS states EXHIBIT B ..."which are performed as scheduled by the Department on a pre-determined or as needed basis"</p> <p>should this be "which are directed by the Department on a pre-determined or as needed basis"</p>	Exhibit A- 1 General has been revised as part of Amendment 3 to: "In addition to the comprehensive routine maintenance services, the Contractor shall perform Prescribed Maintenance Activities - Exhibit B which shall be performed as directed and scheduled by the Department on a pre-determined or as needed basis"
SOS 22	Cap is an Undefined Capitalized Term.	Noted and corrected. "Cap" is no longer capitalized.
SOS Exhibit A, 9.3 Liability for Wrongful or Criminal Act by Contractor	<p>The SOS states "for double any amount in money or property the State might lose"</p> <p>Issue or Proposed Corrected Language: The principal and surety being liable for double any money or property the State might lose appears overly onerous and may receive pushback from sureties. Recommend "actual money or property the State might lose"</p>	This section has been revised to: "The principal and surety executing the bond shall be liable to the State in any civil action that might be instituted by the Department, or any officer of the State authorized in such cases, for any damages incurred by the State as a result of any wrongful or criminal act of the Contractor, their agent or their employees, to the full extent provided by law."
SOS Exhibit A, 10. Applicable Standards and Specifications	<p>The SOS states "The Contractor shall comply with all current versions as updated throughout the life of the Contract."</p> <p>Issue or Proposed Corrected Language:</p>	This has been revised to "The Contractor shall comply with all current versions at the time of advertisement." Any changes during the life of the contract will be by change order and handled on a case by case basis.

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	<p>The Contractor should be provided a mechanism to be compensated for increased costs due to material changes in Department Specifications over a possible 9 year term, if those increased costs can be documented and justified.</p>	
<p>SOS Exhibit A, 11. Personnel and Equipment</p>	<p>The SOS states ""Any replacement of any of the Contractor's key personnel during the course of the Contract is subject to review and prior approval from the Department of new personnel." and "Any changes to the key personnel's assignment(s) must be approved by the Department."</p> <p>Issue or Proposed Corrected Language: The Department's approval should not be unreasonably withheld. Recommend "Any replacement of any of the Contractor's key personnel during the course of the Contract is subject to review and prior approval from the Department, which shall not be unreasonably withheld of new personnel.</p> <p>"Any changes to the key personnel's assignment(s) must be approved by the Department, with such approval not being unreasonably withheld."</p>	<p>No change has been made to the Scope of Services.</p>
<p>SOS Exhibit A, 11.5.1 Accident/Incident/Emergency Response Course Requirement</p>	<p>The SOS states "shall have completed the following courses within three (3) months of employment:"</p> <p>Issue or Proposed Corrected Language: Employment is not an appropriate trigger for this</p>	<p>The Scope of Services has been revised as part of this Amendment to "three months of assignment to this Project."</p>

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	<p>requirement, as employees may be currently employed by the Contractor.  Recommend using "assignment to the Project" as the trigger.  "shall have completed the following courses within three (3) months of assignment to this Project:"</p>	
<p>SOS Exhibit A,  11.5.4 Personnel Certification Requirement</p>	<p>The SOS states "The contractor shall have (2) project personnel certified in Confined Space satisfying all requirements set forth by OSHA and TOSHA for the project."</p> <p>Issue or Proposed Corrected Language:  The requirement to have two personnel with confined space training encroaches on means and methods. It should be the Contractor's responsibility to have personnel available, with the proper training, to conduct all required tasks. Where these employees are employed should not be dictated by TDOT.</p>	<p>The Scope of Services has been revised to: "The contractor shall have (2) persons available certified in Confined Space satisfying all requirements set forth by OSHA and TOSHA for the project." It is the intent to require 2 personnel available with these certifications. They can be employees of the prime contractor or a subcontractor.</p>
<p>SOS Table 8,  Customer Response</p>	<p>The SOS states "All customer concerns or requests shall be resolved to the Department's satisfaction..."</p> <p>This requirement should be clearly limited to those concerns which can be rectified within the Contractor's scope of services. Recommend "All customer concerns or requests, which can be resolved within the Contractor's Scope of Services, shall be resolved to the Department's satisfaction within 2 weeks of the initial inquiry, unless otherwise agreed by the Department."</p>	<p>The Scope of Services has been revised to: "All customer concerns or requests which can be resolved within the Contractor's Scope of Services shall be resolved to the Department's satisfaction within 2 weeks of the initial inquiry, unless otherwise agreed by the Department."</p>

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<p>SOS Exhibit A, 26 MQA Program</p>	<p>The SOS states "Two (2) business days in advance of scheduled MQA evaluation, the Department will invite the Contractor to accompany the Department MQA team in their review."</p> <p>Issue or Proposed Corrected Language: Two days is not sufficient to adjust work programs to free up project personnel to attend the MQA evaluation, avoid possible conflicts with other responsibilities including training, or coordinate maintenance activities to avoid conflicts with selected road segments. Recommend 5 business days (equal to 1 week allowing for appropriate planning of internal labor resources and work location adjustments).</p>	<p>Scope of Services has been revised: the 2 business days notice has been changed to 5 business days.</p>
<p>SOS Exhibit A, 26 MQA Program</p>	<p>The SOS states "Failure to reach resolution of the dispute at this level will result in further escalation through the Region Director and finally up to the Director of the Maintenance Division whose decision is final."</p> <p>Issue or Proposed Corrected Language: The scope of services requires a more detailed dispute resolution procedure which includes availability of an impartial means to resolve disputes. Leaving final decisions to TDOT's Director of Maintenance Division appears partisan.</p>	<p>No change has been made to the Scope of Services. TDOT is confident in the process provided.</p>
<p>SOS Exhibit A, 26 MQA Program</p>	<p>The SOS states "Beginning from the time the dispute is elevated to the TDOT Engineer, the Department is allowed a total of ten (10) business</p>	<p>The Scope of Services has been revised to list 14 business days consistently.</p>

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	<p>days to resolve the dispute." and "The Director Maintenance Division will respond to the written dispute within fourteen (14) business days with a resolution which shall be final and conclusive."</p> <p>There appears to be a conflict between the allowable timeframe for TDOT response or resolution. Please provide clarity.</p>	
<p>SOS Exhibit A, 18.3 Notification of Planned Work</p>	<p>The SOS states "Restoration of full traffic capacity shall mean the completion of all construction/maintenance work,..."</p> <p>The completion of all construction/maintenance work is not appropriate, since work may be planned to span multiple days and traffic control installations. Recommend " Restoration of full traffic capacity shall mean <del>the completion of all construction/maintenance work</del>, the removal of all traffic control devices and signs, and the removal of all workers, materials and equipment from the roadway lanes and shoulders.</p>	<p>The Scope of Services has been revised to: "Restoration of full traffic capacity shall mean the removal of all traffic control devices and signs, and the removal of all workers, materials and equipment from the roadway lanes and shoulders.</p>
<p>SOS Exhibit A, 18.4 Time Restrictions</p>	<p>The SOS states "Standard Lane Closures Restrictions Monday through Sunday 5am to 8pm. Daytime lane closures are at the Engineers discretion."</p> <p>Issue or Proposed Corrected Language: "Engineer" should be "Contract Engineer" "Engineers discretion" should be "Contract Engineer's discretion"</p>	<p>When Engineer is stated throughout the contract, it is referring to the TDOT Engineer discretion.</p>

SECTION	QUESTION / COMMENT	STATE RESPONSE
<p>The SOS Exhibit A, 18.11 Modify Traffic Control</p>	<p>The SOS states ""The Department has the right to direct the Contractor to modify, adjust, or remove lane or shoulder closures..."</p> <p>Issue or Proposed Corrected Language: If Department retains the right to modify or adjust lane or shoulder closures that deviation from the WZFM or MUTCD, Contractor needs the Department to provide a full indemnification from any and all liability associated with any directed modification or adjustment. This is a critical item</p>	<p>TDOT does not have legal authority to indemnify its contractors from liability. TDOT retains the right to protect the traveling public in accordance with applicable standards.</p>
<p>The SOS Exhibit A, 18.11 Modify Traffic Control</p>	<p>The SOS states ""The Department has the right to direct the Contractor to modify, adjust, or remove lane or shoulder closures..."</p> <p>If Department retains the right to modify or adjust lane or shoulder closures that deviation from the WZFM or MUTCD, Contractor needs the Department to provide a full indemnification from any and all liability associated with any directed modification or adjustment. This is a critical item</p>	<p>TDOT does not have legal authority to indemnify its contractors from liability. TDOT retains the right to protect the traveling public in accordance with applicable standards.</p>
<p>The SOS Exhibit A, 19.2 Assets and Responsibilities</p>	<p>The SOS states "Truck Parking and Emergency Pull-Offs (inclusive of waste management)"</p> <p>Issue or Proposed Corrected Language: What portions of these areas are included in the Scope of Services and to what performance requirements are these to be maintained? Clarity is needed.</p>	<p>The Scope of Services has been revised to include monthly litter pickup at all truck parking areas; see Section 32.3 Table 13. Section 19.2 has been revised to "inclusive of waste management and dumpster services" to include all dumpsters currently located at truck parking areas.</p>

SECTION	QUESTION / COMMENT	STATE RESPONSE
The SOS 19.3	<p>the SOS states "TDOT will perform Bridge, Culvert, roadside Sign Structure, and Over Head Sign Inspection in accordance with Department Standards and Specifications. TDOT will also perform structural analyses when, as a result of routine or incident inspection, significant section loss is observed due to deterioration or damage." Nothing in this paragraph relieves the Contractor from its responsibility to make repairs deemed necessary as a result of the inspections."</p> <p>Is the Department willing to provide NBIS inspections along with current recommended/required maintenance activities on all structures within project limits</p>	NBIS inspections are referenced on TDOT's PBMC website.
SOS 19.5.5	Areas of Operation is an Undefined Capitalized Term	From Amendment 1: In each incident location, the Contractor shall provide, at a minimum, two skilled highway maintenance workers and two unskilled laborers during assigned maintenance activities and other non-emergency activities, when not engaged in Emergency response. Failure to maintain an adequate staffing level may result in a formal vendor complaint from the Department. This section will be revised accordingly.
SOS Exhibit A, 19.5.5 Additional Personnel and Equipment	The SOS states "In each Area of Operations, the Contractor shall provide, at a minimum, two skilled highway maintenance workers and two unskilled laborers during assigned maintenance activities and other non-emergency activities, when not	See revised SOS. Section 19.5.5. "Area of Operations" has been revised to "incident location."

SECTION	QUESTION / COMMENT	STATE RESPONSE
	<p>engaged in Emergency response."</p> <p>Please define "Area of Operations" Also, requiring a minimum number of personnel in any specific area is defining means and methods and prevent the Contractor from allocating resources where the work dictates (ex. borrowing personnel from one area to assist in another for larger projects or areas with additional short term needs). Please remove.</p>	
<p>SOS Exhibit A, 19.6 Waste Disposal and Use of Hazardous Materials</p>	<p>"... as well as providing and removing suitable sand or other approved materials used to soak up all fluid spills including vehicle fuel spills upon the request of any person duly authorized to conduct any cleanup activities."</p> <p>Do the costs associated with providing and removing suitable sand or other approved materials to soak up fuel spills count toward the cap for single incidents or unforeseen circumstance? As an example, how much liability for costs does Contractor assume if an uninsured fuel tanker releases its full cargo due to any incident or circumstance?</p>	<p>See third party claim Section 23 of the Scope of Services.</p>
<p>SOS Exhibit A, 25.3.1 Work Plan</p>	<p>"and expenditures, description, to and from location of where work was performed..."</p> <p>For clarity recommend "...and expenditures, description, start and end location of where work was performed..."</p>	<p>This has been updated to: "...and expenditures, description, start and end location of where work was performed..."</p>
<p>SOS Exhibit A,</p>	<p>The SOS States "No more than 50 cumulative feet of</p>	<p>All MQA sample areas are one-tenth (1/10th) of a mile in</p>

SECTION	QUESTION / COMMENT	STATE RESPONSE
<p>26.6.4 Pavement Rating Criteria, Table 1</p>	<p>unsealed longitudinal joints larger than 0.25 inches."            "No more than 25% of the joint material is missing or detached."            "No more than 10% of the surface area with spalling greater than 1 inch deep."            "No more than 25% of the joint material is missing or detached. (Between lane and shoulder)"</p> <p>Over what area, or sample size, are these criteria to be applied?            It appears that the following are within a certain area and not to be measured project wide:            50 cumulative feet of unsealed longitudinal joints            25% of the joint material            10% of the surface area            25% of the joint material</p>	<p>length and limited to one direction on the divided highway.</p>
<p>SOS 28.1</p>	<p>The SOS states "Damaged overhead signs and sign structures that pose imminent risk to the public must be mitigated immediately. Contractor shall inspect structures immediately and determine to remove or not. All other signs, including posts, that are damaged or missing must be repaired/replaced within five (5) days following notification or discovery. "</p> <p>Overhead sign structures/signs may require professional engineer assessment and this responsibility should remain with the party responsible for FHWA required sign structure inspections.</p> <p>Timeliness of sign repairs will be difficult for non-standard signs. Fabrication time alone may exceed allowable times. Consider</p>	<p>Signs must be repaired/replaced within five (5) days following notification or discovery. This section will be revised to reflect that TDOT will consider a time extension pending written verification from the supplier showing materials have been ordered.</p>

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	<p>providing an extension, if justified by Contractor. This extension provision can be general across all timeliness provisions and at the discretion of TDOT, which shall not be unreasonably withheld.</p>	
<p>SOS Exhibit B, 29.1 NBIS Inspection</p>	<p>The SOS States "These bridge and structure inspection reports will be made available to the Contractor and shall be used by the Contractor to identify and generate any maintenance items needed for those associated structures."</p> <p>Issue or Proposed Corrected Language: Bridge and structure inspection reports should be delivered to the Contractor as part of their participation in the Bridge Inspection Review Committee (28.3) and not upon request.</p>	<p>No change has been made to the Scope of Services.</p>
<p>SOS Exhibit B, 29.2.3 Priority Maintenance</p>	<p>SOS states "• Excessive settlement of the approach slab or approach roadway adjacent to the structure which affects transition on to the structure. • Excessive erosion at the end bent that may affect bridge approach roadway."</p> <p>Issue or Proposed Corrected Language: These items should not be included in this maintenance project scope. These items, due to the inclusion of the word "Excessive," are Major Maintenance Repairs. If included in the project scope, clear delineation between Critical Finding and Major Maintenance Repair must be provided and pre-existing conditions should be excluded and paid for outside of the lump</p>	<p>The Scope of Services 29.2.3 has been revised to remove "excessive."</p>

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<p>SOS Exhibit B, 29.2.7 Bridge Work Orders in First and Final Contract Years</p>	<p>sum bid due to the significant potential costs of repair.</p> <p>The SOS states "...take responsibility for any and all Critical Finding &amp; Priority Maintenance Bridge work identified during the 15-day period before this contract's execution date." and "take responsibility for all Critical and Priority Bridge Work identified during the six (6) month period before this contract's execution date.</p> <p>Issue or Proposed Corrected Language: Please clarify the difference between responsibilities retained in the 15-day period and 6 month period since the current language is the same for both periods.</p> <p>Full transparency into the outstanding work orders is required to provide a knowledgeable bid. While inspection reports may not be able to be provided a detailed list of existing work orders can be provided and updated up to the bid date.</p>	<p>Existing precontract bridge work orders have been removed from this contract. Please see revised Section 29.2.7</p>
<p>SOS 27.7 (PG 84)</p>	<p>SOS states "Failure to timely complete repairs identified in Bridge Inspection Review Committee meeting will result in liquidated damages of \$1,000 per day per delinquent Work Order and Failure to respond and remove bridge drift within one week of notification or observation will result in liquidated damages of \$1,000 per day per occurrence."</p>	<p>The Department will consider a request for an extension in which the Contractor will be required to provide documentation supporting the request.</p>

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	<p>Issue or Proposed Corrected Language:  Repair requirements will be identified in NBIS reports, however there may be times where many reports/inspections are provided in a short period of time. Please consider the allowance of extensions of timeliness requirements by Contract Engineer if Contractor documents best efforts and continues to make progress in planning and executing repairs.</p> <p>28.3.1.1 indicates Critical findings are to be completed withing 60 days of issuance;</p> <p>28.3.3 indicates Priority Maintenance is to be completed within 180 days if issuance;</p> <p>28.3.4 indicate Routine Maintenance is to be completed within one year of issuance</p>	
RFP 4.7.2	<p>The RFP states "Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses, in the field of work being performed, to provide the goods or services as required by the contract."</p> <p>Issue or Proposed Corrected Language:  Please clarify what business or professional licenses will be required to perform the Project's Scope of Services?</p>	<p>All business or professional licenses to perform the job outlined in the Scope of Services must be held by the Respondent (and Respondent employees and subcontractors, as applicable). Yes, a Contractor's License in Tennessee is required prior to contract award per TDOT Specification 102.11.</p>

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	Specifically, will a Contractor's License in Tennessee be required, as no classification appears to fit maintenance activities, and if required, under what classification?	
Supplemental Specifications and Special Provisions - SP705A	<p>"In addition, entire guardrail sections may be removed and replaced to current standards, if the major portion of the section is damaged beyond repair and directed by the Engineer."</p> <p>Issue or Proposed Corrected Language: Can TDOT please clarify what percentage of a guardrail section being damaged beyond repair would lead to the Engineer directing complete replacement? The term "major portion" could be subjective. Recommend using an 80% damage threshold.</p>	When a damaged segment fails to meet current standards, a complete replacement is required once the damaged portion exceeds 80% of the total length. See Section 37 of the Scope of Services.
Supplemental Specifications and Special Provisions - SP1280 (8)	<p>"The contractor shall submit each week in which any contract work is performed a certified copy of all payrolls to the contracting agency."</p> <p>Can TDOT confirm if certified payroll reports will be required from the Contractor weekly? Will certified payroll reports be required from all subcontractors for each week in which contract work is performed?</p>	Yes, certified payrolls are required to be submitted weekly for both the prime and subcontractors.
RFP 3.1.1.1 and 3.1.1.4	"3.1.1.1 A Respondent should duplicate and use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the	Responses to the General Qualifications and Experience count towards the 50-page limit. The Responses to Section 3.1.1.4 General Qualifications and Experience are to be positioned before responses to RFP Attachment 6.2. Please see updated RFP.

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	<p>guide as a table of contents covering the Technical Response." and "3.1.1.4 All Technical Responses must include the following: [TABLE FOLLOWS]"</p> <p>Issue or Proposed Corrected Language: Can the Department please clarify where the responses required to meet 3.1.1.4 shall be included in the Technical Proposal, as it appears to conflict with 3.1.1.1 which states that the Technical Proposal shall follow Attachment 6.2, or be deemed non-responsive in accordance with 3.1.1.5.a and 3.1.1.5.b?</p>	
RFP 2.1 and 5.2.3	<p>"8. Oral Presentations (Optional) December 11-13, 2023 The purpose of the Oral Presentation is for the Respondent to explain their Technical Proposal and for the Department to seek clarification on the information presented by the Respondent in the Technical Proposal."</p> <p>Can the Department please clarify the following points regarding the Oral Presentation: 1. How will the results of the Oral Presentation impact Technical Response Evaluations, since those are to be completed between 5 and 7 days prior to the Oral Presentations? 2. Will the Oral Presentation be a Respondent led presentation of the submitted Technical Proposal followed by a Q&amp;A session, or will the</p>	<p>After oral presentations are conducted, evaluators will have the opportunity to reevaluate the technical scores of the respective respondents. The Oral Presentation will be a respondent-led presentation of the submitted Technical Proposal followed by a Q&amp;A session.</p>

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	<p>Oral Presentation be a Department led Q&amp;A session to clarify portions of the Technical Proposal identified by the Department?</p>	
RFP	<p>"The Bid Bond shall be submitted in a sealed envelope accompanying the Technical Proposal and clearly labeled as stated in RFP Section 3.2.2.3"</p> <p>Issue or Proposed Corrected Language: Section 3.2.2.3 States "One (1) original Bid Bond paper document labeled: RFP # 40100-PBMC0002 REGION 3 SOUTH BID BOND ORIGINAL"</p> <p>However, no Bid Bond form is provided. Please provide the Bid Bond blank Forms for both Region 3 South &amp; North PBMC.</p>	Attachment 6.6 Bid Bond Form has been added to RFP Region 3 North and RFP Region 3 South.
SOS 32.1.8	<p>"Non-Mowable Slope: Any slope steeper than or equal to 3:1, or other slopes with fragile or damaged soils or inadequate vegetative cover, as identified by the Engineer shall not be traversed by the tractor"</p> <p>Issue or Proposed Corrected Language: Will the PBMC contractor be responsible for mowing any Non-Mowable Slopes by means other than a mowing tractor or are these Non-Mowable Slopes truly meant to not be mowed?</p>	If the slope falls within the 'full' or 'swath' mowing standard, it is expected to be mowed. Slopes steeper than 3:1 must be cut by other means and NOT traversed by tractors.
SOS 27.4	Phased Performance Targets - Some MQA characteristics and elements do not currently meet the minimum performance target and require a work backlog to	The 'PHASE MAINTENANCE SERVICES' in Exhibit B provides additional time for the contractor to improve MQA scores based upon the baseline assessment. Brush & Trees MQA did not indicate a

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	<p>attain the minimum score. As a result, the contractor is not required to attain the minimum target score on those elements and elements until a later calendar year. These select elements and characteristics are clearly indicated in (Exhibit B, Tables 1-6) as a performance target followed by a calendar year in parentheses.</p> <p>The contractor will provide separate pricing for the phased 'backlog' work in the Itemized unit prices for 'PHASED MAINTENANCE SERVICES' in Exhibit B."</p> <p>Issue or Proposed Corrected Language:</p> <p>Based on the project rides performed in October 2023, at multiple locations both the Reg 3 North &amp; South projects don't meet the Brush &amp; trees minimum performance targets delineated by the MQA Field Manual v1.4 , however, Table 4 presented on page 66 of PBMC SOS does not reflect a later calendar year to attain the minimum score. Will the Department be willing to grant a grace period to allow the Contractor achieve the Brush &amp; Trees MQA minimum performance targets?</p>	<p>deficient score and therefore additional time was not considered to be necessary. The contractor's attention is directed to Section 32.1, top of page 100 regarding "woody vegetation."</p>
<p>SOS 29.2.1.1, 29.2.1.7, 29.2.7</p>	<p>"29.2.1.1 Critical Finding</p> <p>Repairs must begin immediately to repair critical damage to the structure and to protect the safety of the traveling public. Typically, this work is initiated immediately, and work will not be the</p>	<p>SOS Section has been revised to address the numbering accordingly.</p>

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	<p>responsibility of the contractor...</p> <p>29.2.3.1 Critical Findings that are not Contractor responsibility</p> <p>29.2.7 Bridge Work Orders in First and Final Contract Years:</p> <p>In the first year of the contract, expect to take responsibility for any and all Critical Finding and Priority Maintenance Bridge work identified during the 15-day period before this contract's execution date..."</p> <p>Issue or Proposed Corrected Language:</p> <p>There appear to be conflicts regarding the Contractor's responsibilities relative to Critical Findings. Section 29.2.1.1 states that Critical Findings will not be the responsibility of the Contractor; while section 29.2.3.1 identifies Critical Findings not the responsibility of the Contractor (implying there are Critical Findings for which the Contractor is responsible); and section 29.2.7 states that the Contractor is responsible for Critical Findings, if identified prior to contract execution or within the final 15 days of the contract.</p> <p>Please clarify.</p> <p>Additionally, the section numbering of "Critical Findings that are not Contractor responsibility" appears incorrect (no section 29.2.1 present).</p> <p>Current section order:</p> <p>29.2 Maintenance Responsibility</p>	

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	29.2.1.1 Critical Finding	
RFP	If submitting the proposal digitally, what is the deadline for delivery of the hard copy bid bond to the Department?	Responses cannot be submitted digitally. The bid bond shall be delivered to the Department no later than the Response Deadline outlined in the schedule of events.
Lane Blockage 2022 PDF	We appreciate the Department providing the Lane Blockage Summary. Is there additional information that can be provided such as what time of day these incidents occurred? Or potentially any way to divide the data into North and South?	No additional information can be provided.
	Is there a severity threshold that triggers a request to the contractor to assist in incident response? E.g. is the contractor called for fender benders, or only called when MOT is required, or anything in-between?	No severity thresholds exist. The contractor is expected to respond within the prescribed time frame when notified or upon observation.
	It is our understanding that some assets included under "Phased Maintenance Services" are already under contract to be repaired prior to the start of this contract. Can the Department provide additional information regarding what is currently under contract to be repaired/remedied and what do those contracts entail? This information will enable bidders to provide more accurate estimates.	The Region 3 interstate sign replacement contract CNX313 has been provided on the PBMC website.
RFP 4.6	<p>The RFP States "Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP."</p> <p>Can the Department please provide the minimum required</p>	Insurance requirements are outlined in Section 5 of the Pro Forma Contract.

SECTION	QUESTION / COMMENT	STATE RESPONSE
	insurance policies, coverages, and conditions (ex. additional insured) that will be required to be in effect during the project term? This information is required to ensure coverages are available and appropriately priced.	
RFP 6.3	Mobilization - Please advise which items are to be included in the first 12-month sum to perform the 10% calculation.	The mobilization will be paid at 10% of the cost of 12 months routine maintenance.
SOS 7	We are unable to locate the Services Category of Table 4 “Consumer Price Index for Urban Wage Earners and Clerical Worker (CPI-W) (e.g., August 2023 = 301.551) referenced in this section. Please review and confirm what exact index is to be used. It is suggested to provide the link to the exact table to confirm we are finding/using the correct Index.	See the following <a href="#">link</a>
SOS 15	Managing the construction project pro-rata deduction has been challenging where it’s been implemented in PBMC contracts elsewhere. It is recommended that this deduction for construction clause be removed, and industry be allowed to price the impacts of construction projects as part of the LS price.	There will be no change to the pro-rata deductions.
SOS 22.1	For damage repairs over \$40k, it is assumed damage repair costs caused by unknown 3rd parties, underinsured motorists or uninsured motorists are reasonable non-reimbursable costs that will count toward the repair cap. Please confirm or advise otherwise?	Correct; please refer to Scope of Services Section 22 for more details.

SECTION	QUESTION / COMMENT	STATE RESPONSE
SOS 29	Can TDOT provide a history of the structures work orders issued from the NBIS and other inspections performed on the bridges and ancillary structures?	The Department will not be able to provide issued work orders for inspections performed on bridges and ancillary structures.
SOS 30	Drain Cleaning. It is understood the Contractor is directed to annually clean drains and pipes for at least 15 min. per location. However, what is expected beyond the 15 minutes refers to work as determined by the Engineer with pay items that are not included or can be found in the contract and reference documents. Please review and consider revision to the language to clarify what is expected beyond the annual 15 min. cleaning.	Mobile operations should not exceed 15 minutes per location. Locations requiring more than 15 minutes will be treated as a heavy drain cleaning operation and require a lane closure.
SOS 30	South Contract. Table 10. Drain Locations. Only 2 of the 12 counties and the respective quantities for each are provided in this Table. According to the inventory provided, there are a significant number of drains (over 1600) in the other counties. It is assumed TDOT expects all drains to be cleaned annually and included in the price for Routine Maintenance Services. Please confirm or advise otherwise.	For the entire Region - the following drains will be cleaned annually (i.e. five times during the initial five-year term) and included in the price for routine maintenance: catch basins with grates and wall cutout drains associated with median barrier walls; scupper drains associated with bridge parapets. The following drainage structures will be addressed as needed: median drains, trench drains, bridge drains with grates, and pipe networks. Table 10 is being removed and the SOS will now reference the asset summary sheets located on the PBMC website.
SOS	Page 96 Table 12 - Required Mowing Frequency Tables. The mowing area Acres in this Table do not match what is provided in the Inventory Summary. It is assumed the quantities in Table are	Table 12 is to be used and will be updated.

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	the most representative for use. Please confirm or advise otherwise.	
SOS 32.1	Woody Vegetation. It is assumed that the contractor is to maintain either the cutting pattern limits presently established or as noted in the typical details provided. If the cutting pattern is less than the typical section, how will it be evaluated in the MQA? Note: The MQA Manual contains no language about maintaining the existing cutting pattern.	SOS Section 32.1 has been revised in its entirety to address the question posed.
	<p>During our network surveys, our team observed an area on I-840 and I-65 near exit 31 ("Floating South") that is currently being used as a laydown yard. Will the contractor be permitted to use this site to store equipment?</p> <p>The State responded with "TDOT will allow the contractor to use adjacent land to the "Floating South" lot. The contractor's area must have a gate and lock off which is to be separate from the TDOT lot/gated area. Costs and maintenance of gate, fencing, and grading for the contractor's area will be the responsibility of the contractor."</p> <p>Follow up question - Can the Department provide the square footage of the available area(s)?</p>	It is the contractor's responsibility to investigate and estimate any offsite storage areas for potential use. Any request will be considered, but TDOT makes no guarantee that sites will be available for contractor use.
	Frontage roads are listed as excluded from maintenance responsibilities. Please clarify.	Confirmed. Roadways / frontage roads not associated with interstate travel on interstate right-of-way are not part of these maintenance contracts. All maintenance of those areas will be the

SECTION	QUESTION / COMMENT	STATE RESPONSE
	<p>State responded with "Roadways not associated with interstate travel on interstate right-of-way are not part of these maintenance contracts. All maintenance of those areas will be the responsibility of the relevant agency."</p> <p>Follow up question - Please confirm that frontage roads are not associated with interstate travel on interstate rights-of-way.</p>	<p>responsibility of the relevant agency</p>
	<p>Please define "Area of Operations" as used in paragraph two of this section.</p> <p>State response - "In each incident location, the Contractor shall provide, at a minimum, two skilled highway maintenance workers and two unskilled laborers during assigned maintenance activities and other non-emergency activities, when not engaged in Emergency response. Failure to maintain an adequate staffing level may result in a formal vendor complaint from the Department. This section will be revised accordingly in an upcoming amendment."</p> <p>Follow up question - Is Area of Operations defined by the Department or by the PBMC? If it is a Department term, please provide the meaning.</p>	<p>See revised SOS Section 19.5.5. "Area of Operations" has been revised to "incident location."</p>
	<p>Will the Department please clarify the scope of the HELP program as it applies to incidents on the network and potential overlap with the PBMC contractor's responsibilities?</p>	<p>TDOT Help Trucks hours of operations are as follows: Monday (6am-8:30pm), Tuesday-Friday (5am-10:30pm), Saturday (8:30am - 8:30pm), and Sunday (9:30am-8:30pm). TDOT</p>

SECTION	QUESTION / COMMENT	STATE RESPONSE
	<p>State response - "The HELP program will be the initial response with emergency traffic control. The contractor will be responsible for providing additional MUTCD traffic control as needed."</p> <p>Follow up questions:  Will the Department please further clarify its response to this question?  Does HELP respond to all incidents 24/7?  Do they provide any traffic control measures?  Who is responsible for notifying the PBMC of an incident that requires traffic control assistance?</p>	<p>HELP provides temporary traffic control. The TMC will contact the PBMC contractor based on determined need.</p>
	<p>What is the definition of an "ancillary structure" according to RFP response B.11 on page 26?</p> <p>State response - "An ancillary structure is any non-roadway or non-bridge structure, e.g. minor structures built to support the primary road and bridge structures such as guardrail, barrier walls, signs."</p> <p>Follow up question - In our experience, ancillary structures in roadway maintenance refers only to high mast light poles and overhead sign structures. Please confirm the Department's interpretation of ancillary structures includes guardrails, barrier walls, and all signs.</p>	<p>An ancillary structure is any non-roadway or non-bridge structure, e.g. minor structures built to support the primary road and bridge structures such as guardrail, barrier walls, signs.</p>
	<p>Will the Department consider extending the "Questions and Comments" Deadline to account for future questions stemming from the addendum?</p>	<p>No further Questions and Answers will be conducted.</p>

SECTION	QUESTION / COMMENT	STATE RESPONSE
	<p>Will the Department consider extending the Response Deadline for bidders to incorporate changes and clarifications made to the Scope?</p>	<p>The Department does not intend to extend the Response Deadline at this time.</p>
<p>SOS 22.1</p>	<p>Emergency Response and Third-Party Damage Cap Any single-incident damage less than \$40,000 shall not be additive to the annual non-reimbursable cap.</p> <p>Per Q&amp;A document (page 6), "The PBMC contractor will be given read-only access" to the TITAN system, however, this answer implies that this access will be provided after the contract is executed. Considering the magnitude of the cost associated with roadway asset damage caused by traffic related incidents, it is in the best interest of both the Department and prospective bidders to estimate the potential cost of this item before the response deadline. Would the Department consider providing temporary access to TITAN to the prospective bidders before the response deadline? If not possible, can the Department provide the last 3 years of traffic related roadway asset damage and/or cost associated to Region 3 PBMC North &amp; South project limits?</p>	<p>The Department cannot provide temporary access to TITAN for all bidders or complete asset damage data prior to the response deadline.</p>
<p>Bridge Inventory and Appraisal Reports</p>	<p>Inventory and appraisal forms provide basic structure information and high-level condition assessment data, but no visibility into the current list of work orders.</p>	<p>The Department will not be able to provide this prior to the response deadline.</p>

SECTION	QUESTION / COMMENT	STATE RESPONSE
	<p>TDOT's identification of the link to the bridge inventory and appraisal reports is appreciated, although these reports do not provide any insight into the current or typical work orders identified on the full NBIS reports.</p> <p>Understanding the sensitivity of this information, can the Department provide Respondents with the current list of work orders, with structure identifying information removed? This information is critical for Respondents to understand the true condition of the structures, since full detailed hands on access to all components of these structures during the procurement is not feasible.</p>	
	<p>If HELP has secured an incident scene and does not require additional traffic control, is the PBMC required to respond?</p>	<p>It is the contractor's responsibility to respond when notified and coordinate with HELP.</p>
<p>RFP 6.3</p>	<p>Additional Mowing, priced per cycle</p> <p>Can the Department clarify if Additional Mowing per cycle is to be a swath cycle or a full mowing limit cycle, as defined in TDOT PBMC SOUTH - Final, 32.1 Mowing? The cost difference between the two different mowing cycles is significant and clarification is required to provide accurate pricing to the Department.</p>	<p>RFP will be updated to include a separate line item for Additional Mowing (Swath) and proposed cost will be per cycle.</p>
<p>SOS South page 97 Table 12</p>	<p>Table 12 sum of acres for Total Full Mow is noted as being 7,937.67 acres</p> <p>When summing the acres identified as "FULL" in Table 12, the actual sum of the Total Full Mow acres</p>	<p>8,136.11 acres is the correct total for full mow. Table 12 will be updated.</p>

SECTION	QUESTION / COMMENT	STATE RESPONSE
	<p>equals 8,136.11. The difference between the sum provided at the end of the table of 7,937.67 acres and the actual sum of 8,136.11 equates to a shortage of 198.44 acres, which happens to be the total acres for I-40, Dickson, Hickman CL to Williamson CL (includes I-840 interchange). Can TDOT confirm that the actual Total Full Mow acres noted at the end of Table 12 should be 8,136.11 acres?</p>	
RFP Unit Price Items	<p>Can the Department please clarify what type of mowing the contractor needs to perform when performing "Additional Mowing cycles" Full Width Mowing? Or Swath Mowing?</p>	<p>RFP will be updated to include a separate line item for Additional Mowing (Swath) and proposed cost will be per cycle.</p>
SOS 29.2.3.1	<p>Should the title of this section be "Priority Findings that are not contractor responsibility"?</p>	<p>No change has been made to the Scope of Services.</p>
SOS 31 Pavement	<p>Per 31.1 of SOS "An intermediate contract time of 2 days from notification or discovery will apply to the temporary repair of all pavement failure".  Per 31.1.1 of SOS "A permanent patch as noted below must be performed within 60-days (or as soon as hot-mix material is available in cold weather months).</p> <p>These requirements stated by the SOS suggest that potentially 100% of the asphalt and concrete pavement potholes falling under Tier 1 criteria need to be repaired (both temporarily and permanently) by the Contractor after being identified. This language seems to be in conflict with</p>	<p>No additional compensation will be provided for Tier 1 pavement potholes.</p>

SECTION	QUESTION / COMMENT	STATE RESPONSE
	<p>Table 1 _MQA Field Manual v1.4, which sets the 70% threshold criteria for both asphalt and concrete pavement which is applicable to travel lanes and paved shoulders. Can the Department please clarify if the Contractor will be entitled to claim for additional compensation to repair Tier 1 pavement potholes once the 70% threshold has been met?</p>	
<p>Consequential Damages</p>	<p>The TDOT Standard Specifications for Road and Bridge Construction ("Standard Specs") state the Contractor is unable to seek consequential damages (109.97).</p> <p>Can we agree to a mutual waiver of consequential damages, which is the standard for road maintenance contracts?</p>	<p>No, the Department is unable to waive consequential damages.</p>
<p>Hazardous Materials</p>	<p>The Standard Specifications name the Contractor as the Co-generator of waste, but does not elaborate on that phrase.</p> <p>We would like to confirm that Contractor does not taking on generator status for hazardous materials unless Contractor brings the hazardous materials onto the site, or negligently handles any Hazardous materials that were already present on the site or brought to the site by a third-party.</p>	<p>Assuming this is referencing Standard Specification 603.13 Repainting Existing Steel Structures, any hazardous waste produced by Contractor's performance of this particular work would be from a direct action of the Contractor, and thus the Contractor is a generator.</p>
<p>Damages</p>	<p>The RFP Scope of Services outlines the Liquidated Damages to be assessed against Contractor in the event of Contractor's failure to meet various timeliness requirements.</p>	<p>See current RFP and Scope of Services for Liquidated Damages assessments.</p>

SECTION	QUESTION / COMMENT	STATE RESPONSE
	Please confirm that the Liquidated Damages are TDOT's sole and exclusive remedy for Contractor's delay/failure to meet timeliness requirements?	
Personal Liability Waiver	<p>In the Standard Specifications, there is a personal liability waiver for public officials (107.17).</p> <p>Can TDOT agree to a personal liability waiver for all owners, officers, or employees of WIM as well, as is standard practice for contracts of this size?</p>	No, TDOT does not have legal authority to waive liability.
Mutual waiver of subrogation	Is TDOT open to a mutual waiver of subrogation?	No, TDOT is unable to agree to waiver of subrogation.
RFP 6.2 Item Reference B.1 and B.2	These two items appear to be similar and closely related. Can the Department further describe the intent of each of these individual items?	B.1. is asking for the Respondent to explain their understanding of the requirements and project schedule, where B.2. is asking how the Respondent shall complete the scope of services, accomplish required objectives, and meet the State's project schedule.
RFP 6.2 Item Reference B.2 and B.3	The statements in these two items appear to be similar and closely related. Can the Department further describe the intent of these individual items?	B.2. is asking how the Respondent shall complete the scope of services, accomplish required objectives, and meet the State's project schedule, where B.3 is asking how the Respondent shall manage the project, ensure completion of the scope of services, and accomplish required objectives within the project schedule. Additionally, describe how monthly accomplished work for the period will be reported including units of measure
SOS 33.8.2	<p>Roadway sweeping operations shall be conducted between 9 PM – 6 AM</p> <p>1. Supplemental Specification SP 719 outlines roadway sweeping operations may be conducted between 8 PM –</p>	Scope of Services Section 33.8.2 is being revised to reflect that all sweeping operations shall be performed between the hours of 8PM - 6AM.

SECTION	QUESTION / COMMENT	STATE RESPONSE
	<p>6 AM. Also SP 719 allows for sweeping operations during 9 AM – 3 PM for shoulder closures only. Can the Department confirm daytime sweeping is authorized in this contract?</p>	
<p>Amendment 1. Page 7 Question regarding sweeping.</p>	<p>MQA Roadside Rating Criteria's will apply for these other counties and could be directed by the Engineer as prescribed.</p> <p>As a follow up question provided in Amendment 1, can the Department provide further details on the payment mechanism for "could be directed by the Engineer as a prescribed item", specifically if the Engineer directs sweeping in addition to any routes and/or cycles identified in Table 14, Section 33.3? Will this be paid under the unit price additional sweeping line item?</p>	<p>Yes. Additional sweeping will be paid under the bid item "Additional Sweeping" and will be paid by the shoulder mile.</p>
<p>SOS 19.5.5</p>	<p>In each Area of Operations, the Contractor shall provide,</p> <p>Can the Department clarify the definition of each "Area of Operation"?</p>	<p>See revised SOS.Section 19.5.5. "Area of Operations" has been revised to "incident location."</p>
<p>SOS 19.5.5.</p>	<p>In each Area of Operations, the Contractor shall provide, at a minimum, two skilled highway.....</p> <p>Can the Department clarify the minimum requirements for maintenance worker and unskilled laborer requirements as it pertains to Emergency Response activities.</p>	<p>See revised SOS.Section 19.5.5. "Area of Operations" has been revised to "incident location."</p>
<p>Bid Solicitation Notice 3.1.1.2.</p>	<p>maintenance workers and two unskilled laborers during assigned maintenance activities and</p>	<p>See RFP Section 3.1.1.2 for page size requirements. Maps, graphs, and charts included as appendices do not</p>

SECTION	QUESTION / COMMENT	STATE RESPONSE
	<p>Will the Department allow the use of 11" X17" sheets in the main body of the Technical Proposal? Are there any limits or prohibitions on additional material that can be included in Appendices of the Technical Proposal.</p>	<p>count towards the 50-page limit.</p>
<p>Contract Payment and Performance Bond Form</p>	<p>other non-emergency activities, when not engaged in Emergency response. Failure to maintain</p> <p>For clarity and consistency with Section 9 of the contract would the Department consider the following modifications to the bond form.</p> <p>Surety(ies), all authorized to do business in the State of Tennessee, hereby bind themselves to the State of Tennessee, Department of Transportation, and other potential claimants, for all obligations incurred by the Principal under its contract with the State of Tennessee, Department of Transportation, for the construction of the above identified contract; in the full <b>annual contract</b> amount of \$_____ for a <del>term</del> <b>each year of the contract</b> beginning on DATE and ending on DATE ("Term").</p> <p>Payment Bond. To the Tennessee Department of Transportation and all "Claimants," as contemplated by T.C.A. Title 54, chapter 5, in the full <b>annual contract</b> amount of \$_____, in order to secure the payment in full of all timely claims under the project.</p>	<p>This has been revised to reflect the amount for yearly routine maintenance cost.</p>

SECTION	QUESTION / COMMENT	STATE RESPONSE
	<p>Performance Bond. To the Tennessee Department of Transportation in the full <b>annual</b> contract amount of \$ _____ in order to secure the full and faithful performance and timely completion of the work during the <b>annual contract term</b> according to its plans and specifications, inclusive of overpayments to the contractor and liquidated damages as assessed.</p>	
SOS 30.1	<p>Work on this project includes the following: 1) Annually cleaning of drains and pipes as designated on the work locations listed below and disposal of accumulated foreign matter from the rights-of-way once during the course of the contract or as directed by the Engineer.</p> <p>Could the Department clarify which work locations are to be cleaned, i.e. only those locations identified in Table 10?</p>	<p>For the entire Region - the following drains will be cleaned annually (i.e. five times during the initial five-year term) and included in the price for routine maintenance: catch basins with grates and wall cutout drains associated with median barrier walls; scupper drains associated with bridge parapets. The following drainage structures will be addressed as needed: median drains, trench drains, bridge drains with grates, and pipe networks. Table 10 is being removed and the SOS will now reference the asset summary sheets located on the PBMC website.</p>
SOS 30.1	<p>Work on this project includes the following: 1) Annually cleaning of drains and pipes as designated on the work locations listed below and disposal of accumulated foreign matter from the rights-of-way once during the course of the contract or as directed by the Engineer.</p> <p>Could the Department clarify the meaning of the phrase "once during the course of the contract ". Does this mean that the contractor is only required to do one annual drain</p>	<p>For the entire Region - the designated items will be cleaned annually (i.e. five times during the initial five-year term). See Section 30.1.</p>

SECTION	QUESTION / COMMENT	STATE RESPONSE
	clean during the initial five year term?	
SOS 30.1	<p>Work on this project includes the following: 1) Annually cleaning of drains and pipes as designated on the work locations listed below and disposal of accumulated foreign matter from the rights-of-way once during the course of the contract or as directed by the Engineer.</p> <p>If the drain cleaning is "as directed by the Engineer" will the contractor be paid on a change order basis or some other payment method?</p>	The contractor is required to meet all performance requirements and address any emergency response necessary to maintain adequate drainage. This will be included in the monthly unit pricing for routine maintenance.
SOS 30.1	<p>The drain and pipe cleaning performed will be paid at a rate equal to 1.5 times the unit bid price for Item Nos. 611-07.20, 611-07.13, and 611-07.14. and may require a lane closure.</p> <p>Could the Department clarify the meaning of this paragraph as there is no unit bid price for drain and pipe cleaning?</p>	References to these item numbers have been removed from the Scope of Services.
SOS 32.4 Debris Removal	<p>The Department explicitly indicates all paved surfaces and clear recovery areas shall occur on a twice a day basis Monday- Friday.</p> <p>Can the Department describe the intent administering this specification to avoid a significant volume of manpower, equipment resources, mobile operation TMAs, required to meet this specification for all lanes, all surfaces, all interchanges, all shoulders, all ramps and all bridges which will include times during peak</p>	Refer to the Work Zone Field Manual 2021 for guidance. A link has been added to the PBMC website. Daily debris removal has been updated to twice weekly; see revised Scope of Services Section 32.4 as part of Amendment 3.

SECTION	QUESTION / COMMENT	STATE RESPONSE
	<p>traffic and minimal lane availability?</p>	
<p>SOS 38 Ground Signs</p>	<p>The Department has a list of the sign inventory which shall be upgraded/replaced and that is provided on the projects RFP site. In the event there are signs that are not itemized on that Department's list, which could be missing in the field and/or failed to be identified with a retroreflective reading,</p> <p>Is it the responsibility of the Contractor to upgrade those signs per Table 2A-3 of the 2009 MUTCD within the phased maintenance services?</p>	<p>Yes</p>
<p>SOS 38 Ground Signs</p>	<p>The Department has a list of the sign inventory which shall be upgraded/replaced and that is provided on the projects RFP site.</p> <p>In the event there are signs that are not itemized on that Department's list, which could be missing in the field and/or failed to be identified with a retroreflective reading, is it the responsibility of the Contractor to upgrade those signs per Table 2A-3 of the 2009 MUTCD within the phased maintenance services?</p>	<p>Yes; See section 38 Ground Signs.</p>
<p>SOS 28.1 Timeliness Targets Table 8</p>	<p>Emergency call (see emergency response) outs shall be completed until all lanes are restored. Emergency shall be defined by damaged vehicles, HELP request, or THP call.</p> <p>In the event of an incident, is it the intent of the Department to first call the HELP operator to respond, if the maintenance contractor is required for assistance the TMC will</p>	<p>The contractor shall respond upon notification or observation in a timely manner according to Section 28.1. HELP has no requirements to remove debris unless it is blocking traffic, in which case they will move debris to the shoulder.</p>

SECTION	QUESTION / COMMENT	STATE RESPONSE
	<p>notify the contractor? If this is the case, does the response timeliness requirement start when the TMC first notifies the maintenance contractor? Additionally does the HELP program have any requirement to remove debris from a lane?</p>	
<p>SOS 29.2.3 Priority Maintenance</p>	<p>Priority Maintenance includes:....Excessive settlement of the approach slab or approach roadway adjacent to the structure which affects transition on to the structure.</p> <p>What is considered "excessive settlement" ?</p>	<p>The word "excessive" has been removed from this section.</p>
<p>SOS 29.2.3 Priority Maintenance</p>	<p>Priority Maintenance includes:....Excessive erosion at the end bent that may affect bridge approach roadway.</p> <p>What is considered "excessive erosion" ?</p>	<p>The word "excessive" has been removed from this section.</p>
<p>SOS 29 Bridge</p>	<p>General requirements of maintenance of bridges.</p> <p>Could an updated asset inventory list for all bridge and ancillary structures (overhead sign structures; high mast light poles, etc.) be provided within the limits of both scopes?</p>	<p>An asset inventory has been provided on the TDOT PBMC website.</p>
<p>SOS 29.1 NBIS Inspections</p>	<p>TDOT will perform the regular federally mandated safety inspections on Bridge and NBIS Culverts.....</p> <p>Could updated appraisal reports and most recent inspection reports be provided for all structures within the project limits?</p>	<p>The Department will not be able to provide additional inspection reports for structures prior to the Response Deadline.</p>
<p>SOS 29.2.7 Bridge Work Orders in First and Final Contract Years</p>	<p>In the first year of the contract, expect to take responsibility for .....</p> <p>Would there be any outstanding work orders</p>	<p>No; see revised Scope of Services Section 29.2.7.</p>

SECTION	QUESTION / COMMENT	STATE RESPONSE
	going into the new contract that the Contractor would be responsible for?	
SOS 29.2.3.1 Critical Findings	<p>Spalled reinforced concrete girder with exposed/deteriorating main rebar with section loss and more than one bar affected at same location on girder</p> <p>Please clarify the difference in definition of section loss between what contractor would be responsible for vs. not responsible for?</p>	Section 29.2.4 lists Critical Findings that are not the Contractor's responsibility.
SOS 29.2.4 Routine Maintenance Needs	<p>Steel: "Failed paint system on steel members."</p> <p>Please clarify what is defined as a failed paint system?</p>	Failed paint system means areas of steel that are exposed without paint.
Table 1: Bridge Maintenance Performance Criteria	<p>Section (d) Completing emergency repairs within 30 days for permanent repairs.</p> <p>What if a beam replacement or other concrete member replacement is needed due to the damage caused from an accident? Replacement of concrete members could take longer than 30 days.</p>	Accident damage is a separate criteria for mitigation and traffic control. Section (d) applies to urgent NBIS discovery repair and does not include Major Maintenance Repair as defined in Section 29.2.5
	<p>Please consider allowing a small markup for damage repairs (for reimbursement and toward the cap), as Contractor may incur significant administrative expense or may incur damages in other areas due to disruptions to work to make repairs.</p> <p>Suggested amounts: 10% markup for materials, 20% for labor</p>	
	Please consider extensions of time for additional delays that are outside of the Contractor's control, (example: delays for approvals).	Contractor may pursue reimbursement from third parties for total damages including overhead and profit. However, only actual costs count towards the cap.

SECTION	QUESTION / COMMENT	STATE RESPONSE
	<p>Recommendation: Please provide a cure period in the event of Contractor default. Example language: The Department agrees to allow the Contractor a reasonable opportunity to cure defaults within a 90-day period after the Contractor's receipt of written notice of default. The Department shall notify the Contractor of the cure deadline when providing notice of default.</p>	<p>No change to the RFP will be made.</p>
	<p>Please consider limiting the Department's reimbursable costs in the event of a Contractor default to "reasonable" or "reasonably necessary" amounts.</p>	<p>See SOS 9.2.</p>
	<p>Please consider extending the time to respond to a customer complaint to one business day.</p>	<p>This has been revised to one business day; see Section 25.2.2.</p>
	<p>Please consider extending the time to have a proposed resolution for 3 business days.</p>	<p>This has been revised to 4 calendar days; see Table A and Section 25.2.2.</p>
	<p>Please provide greater specificity as to how many failures to comply with section 14 may result in termination. Further, please provide greater specificity as to what is required in the proposed resolution and how the Contractor can ensure the Department is satisfied with such solution (prior written consent?).</p>	<p>See Section 24 of the SOS.</p>
	<p>Please provide a dispute resolution procedure in the event that a contractual dispute arises during the term. Recommend arbitration.</p>	<p>Dispute resolution will follow TDOT Standard Specification 105.16.</p>
	<p>Recommendation: The process to dispute an MQA evaluation is overly</p>	<p>No change to the RFP will be made.</p>

SECTION	QUESTION / COMMENT	STATE RESPONSE
	cumbersome. Contractor may not be equipped to dispute all potential disagreements in the field (or may not have access to all necessary information in the field). Please consider adding a post-hoc reconsideration process. Further, please consider allowing unresolved disputes to be determined through the (now undefined) dispute resolution process.	
	Will the Department provide additional time or money in the event it modifies lane or shoulder closures?	No change to the RFP will be made.
18.6	Can the department provide a list of expected/past special events? How far in advance will the Contractor be notified of an upcoming event?	Anticipated annual special events could include but are not limited to: Rock 'N' Roll Marathon, CMA Fest, Bonnaroo, Music City Bowl, NFL Draft, big concerts. During these special events, the Department limits lane closures and occasionally needs additional traffic control support. Special events may be known weeks in advance, but no specific notice is guaranteed.
18.12	Can the Department provide of list of expected/past holidays "designated by the Department"? How far in advance will the Contractor be notified of an upcoming Department designated holiday?	See Section 101.03 of the TDOT Standard Specifications for a list of ohlidays recognized by the State.
	Please be more specific regarding how Contractor could "otherwise contribute to" the need for a repair or replacement. Could this include not preventing such damage? Could this include not immediately repairing damage that it was not aware of?	See Scope of Services Section 22.1. This is a fact-specific question and all possible scenarios may not be known.

SECTION	QUESTION / COMMENT	STATE RESPONSE
	<p>The Contract requires the Contractor to notify the Department within 24 hours if the repair/replacement is estimated to exceed \$75,000. However, with such notification, the Contractor must have a “detailed scope” of all costs as well as a timeline to complete. It is unlikely that the Contractor will have all the required information within 24 hours. Please consider modifying to require notification within 24 hour but a reasonable time (considering the circumstances) to provide the necessary information.</p>	<p>Section 22.1 is being revised to say "estimated scope." The Contractor must notify the Department within twenty-four (24) hours when the Contractor first estimates that the repair or replacement will exceed \$75,000. This notification could come after work has begun on the repair but before the full extent of the repair is estimated.</p>
	<p>Please consider adding a Department indemnity for the Contractor in the event the Contractor is performing to contractual standards. Example language: “Provided that the Contractor carries out the work in material compliance with all applicable laws and regulations, and in material compliance with the obligations of the Contractor pursuant to this Contract, the Department shall indemnify, hold harmless and defend the Contractor from and against all claims (except punitive damages), including claims of negligence, arising from the Work performed by the Contractor required pursuant to the Contract and otherwise directed by the Department”</p>	<p>TDOT does not have legal authority to indemnify its contractors from liability.</p>
	<p>Recommendation: Please provide time/monetary relief in the event of a Force Majeure event.</p>	<p>See Section 22 of the Scope of Services for Emergency Response and Third-Party Damage.</p>

SECTION	QUESTION / COMMENT	STATE RESPONSE
	<p>Example Language: The Contractor shall be entitled to seek compensation and/or additional time to perform upon the occurrence of any of the following:</p> <ol style="list-style-type: none"> <li>1. Any change to the Performance Standards under the control of the Department.</li> <li>2. Cost incurred for remediation of Hazardous Materials.</li> <li>3. A Force Majeure Event.</li> </ol> <p>Force Majeure Event: Any of the following acts, events, conditions, or occurrences to the extent that the same are beyond the Contractor's reasonable control, which could not have been either foreseen or avoided by the exercise of due diligence, and which has an adverse effect on the Contractor's ability to perform its obligations hereunder:</p> <ul style="list-style-type: none"> <li>• fire, explosion, flood, earthquake, hurricane, windstorm, or tornado, in each case that causes physical damage within the vicinity of the project limits;</li> <li>• any pandemic, epidemic, or quarantine restrictions occurring within the vicinity of the project limits;</li> <li>• war (including civil war and revolution), invasion, armed conflict, violent act of foreign enemy, military or armed blockade, or military or armed takeover within the vicinity of the project limits;</li> <li>• any act of terrorism or sabotage within the vicinity of the project limits;</li> <li>• riot and civil commotion within the vicinity of the project limits; and</li> <li>• work stoppages, work slowdowns, or other labor</li> </ul>	

SECTION	QUESTION / COMMENT	STATE RESPONSE
	<p>disruptions, unless caused by or otherwise under the control or influence of the Contractor occurring within the vicinity of the project limits.</p>	
	<p>Please consider adding a limitation of liability regarding consequential loss. Example language: Neither Party shall be liable for indirect, special, incidental or consequential damages or damages for loss of profits arising directly or indirectly from any contract breach, fundamental or otherwise.</p>	<p>TDOT is unable to waive damages.</p>
	<p>Please consider adding a deductions cap. Example language: At no time shall the total Contract deductions for Timeliness failures and Contract MQA evaluation failures exceed twenty percent (20%) of the annual Contract value in a twelve (12) month period.</p>	<p>No change has been made to the RFP.</p>
<p>Bid Solicitation Notice, Item 3.3.8 Page 8</p>	<p>The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State Employee.</p> <p>Does this mean that any person who has been a State employee within the last six months cannot be an future employee of the contractor in any capacity?</p>	<p>This language derives from Tenn. Code Ann. § 12-4-103 and Rule 0690-03-01-.28, which do not themselves prohibit a former State employee from being an employee of a contractor; however, other state contracting law and/or conflict of interest laws and policies may apply to the employment of particular individuals or their roles within the company. Please see also Tenn. Code Ann. § 12-4-104; TDOT Policy 101-05.</p>
<p>Bid Solicitation Notice, Pages 21 - 27</p>	<p>The Department is requiring that the respondent include these pages as part of their Technical Proposal.</p> <p>Will these required pages count against the 50 page</p>	<p>Yes</p>

SECTION	QUESTION / COMMENT	STATE RESPONSE
	limit for the Technical Proposal?	
Bid Solicitation Notice, Attachment 6.2	<p>Sections A, B and C.</p> <p>There seem to be several Typos with regard to the Section references within Attachment 6.2. The continuation of Section B is labeled as section C. Should there be a section C? If so, can the Department provide this missing section?</p>	References to Section C have been removed.
Scope of Services, Definitions, Page 4	<p>Clear Zone: A traversable area that starts at the edge of the traffic lane, includes the shoulder, and extends laterally a sufficient distance to allow a driver to stop or return to the road before encountering a hazard or overturning.</p> <p>The way this definition is written provides great latitude in interpretation of what a clear zone covers. This would depend on road geometrics, speed among factors that would affect the drivers ability to stop. Can the Department clarify the dimensions of a clear zone within TDOT design standards?</p>	No change has been made to the RFP.
Draft Contract Page 3	<p>Missing Item 9.</p> <p>Will the Department please provide Item 9 in the list of 10 items in the Contract Document?</p>	See current RFP and SOS on TDOT webpage
Scope of Services Section 1.1 Current Standards and Subsequent Updates.	<p>Note: The scope of this Contract is not to bring all facilities up to current design standards. However, if an asset must be replaced (to include but not limited to guardrail end units, impact attenuators, sign structures) then that asset shall meet the current design standard.</p> <p>In many locations exiting guardrail is install to the old</p>	When a damaged segment fails to meet current standards, a complete replacement is required once the damaged portion exceeds 80% of the total length. See Section 37 of the Scope of Services.

SECTION	QUESTION / COMMENT	STATE RESPONSE
	<p>standard of 26" height. If a repair is required to a run of guardrail which includes more than 200 feet, (let's say about 600 feet), is the contractor responsible for taking out the entire run of GR and installing new GR to the current standard, or can a splice and taper be installed?</p>	
<p>Scope of Services Section 2.1 Interchanges, Crossroads and Ramps</p>	<p>Within 60 days of the Start Date, submit aerial graphical depictions of the limits of all intersection within the contract limits that can be described by (a and b) above. The graphical shall clearly define and display all areas covered under the scope of this contract.</p> <p>Can the Department provide further detail as to their requirement for submission of aerial graphical depictions of Project Limits of all intersections? e.g. what accuracy is desired? Why would these limits be different than those provided by the Department in their GIS maps?</p>	<p>This has been removed. See updated Scope of Services.</p>
<p>Scope of Services Section 18.2 Traffic Control Plan</p>	<p>The Contractor must submit a traffic control plan fourteen (14) Days prior to commencing any scheduled specific activity that is not covered in the Traffic Control Plan which will require or diversion of traffic including lane closures and detours.</p> <p>The sentence is confusing because it appears to refer to a plan that has already been submitted. Is it the Departments intend to have the Contractor submit a traffic control plan 14 days in advance for every situation even though it</p>	<p>The intent of this section is to require a site-specific traffic control plan in the event a location is not covered in the Annual Traffic Control Plan.</p>

SECTION	QUESTION / COMMENT	STATE RESPONSE
	might be covered in the initial Traffic Control Plan?	
Scope of Services Section 18.6 Traffic Volume	<p>The Contractor shall at all times during the term of the Contract be prepared to handle any anticipate and reasonably expected increased volume of traffic during holidays and planned special events.</p> <p>What is the Departments intent with regard to this requirement? There could be a wide range of understanding with regard to "reasonably expected increased volume of traffic."</p>	This item is already adequately explained in the Scope of Services.
Scope of Services Section 19.3 Excluded Maintenance Responsibilities	<p>Repair of signs</p> <p>Is the Contractor responsible for the blue informational signs?</p>	No. The Contractor is not responsible for any signs under the Logo Sign Program, which is administered by separate contract.
Scope of Services Section 27.6.9 Table 7 Bridge Superstructure	<p>1 Bridge Deck includes and not limited to the bridge roadway surface, approach slabs, curbs, sidewalks, parapets, railing system, lighting, expansion joints</p> <p>Is the Contractor responsible for any lighting or light standards that are on or attached to the bridge?</p>	The contractor is not responsible for lighting.
Scope of Services Section 28.1 Table 8 Homeless Encampment	<p>Homeless encampments shall be cleaned up within 48 hours of homeless removal.....</p> <p>Who is responsible for homeless removal and notification?</p>	The Contractor is not responsible for assistance with relocation of members of the homeless community from State right-of-way. TDOT will notify the Contractor once all persons have departed, at which time the contractor's 48-hour time will begin to clean up homeless encampment debris and waste.
Scope of Services Section 29.2.3 Priority Maintenance	Priority Maintenance includes any repairs required to correct deficiencies or defects to protect the integrity of the structure or maintain a desired level of	Priority Maintenance falls within the routine maintenance operations; Critical Findings do not.

SECTION	QUESTION / COMMENT	STATE RESPONSE
	<p>performance. This work is not as critical and Critical Finding work orders but required more immediate action than a routine a routine maintenance work order. Priority Maintenance work orders shall be completed within 180 days of issuance. Typical examples are:.....</p> <p>Are these work orders considered to be part of the lump sum routine maintenance work? If they are not, there is no mechanism for the Contractor to be paid for this work. Can the Department please clarify where Priority Maintenance work and Critical Finding Work falls within the cost structure of the Contract?</p>	
<p>Scope of Services Section 32.1 Mowing Figure 5</p>	<p>Typical Detail - Standard Shoulder. Clear 50' offset.....</p> <p>Upon inspection of the roads within the project limits we noticed that there are many places where the 50 foot offset requirement is not met. Typically the vegetation in these areas is thick and in some cases, large trees have grown up. This will be a very large and costly undertaking to meet this standard. Is it the Departments intent to have the Contractor clear all of these areas back to the 50 foot limit?</p>	<p>The contractor is required to meet the MQA threshold condition for the Brush and Trees characteristic at a minimum of 70%. Any additional cutback to establish the tree line limits will be outside the scope for "Routine Maintenance Services." However, once established, the contractor's attention is directed to Section 32 "Woody vegetation."</p>
<p>SOS 19.5</p>	<p>Please confirm the minimum response time for any incident or emergency is sixty (60) minutes</p>	<p>Per Section 19.5.1: "The Contractor shall arrive on-site within sixty (60) minutes of the initial notification of the incident."</p>
<p>SOS 18.2</p>	<p>This section mentions providing "all traffic control for unknown or special events as determined by the Department." Can</p>	<p>Anticipated annual special events could include but are not limited to: Rock 'N' Roll Marathon, CMA Fest, Bonnaroo, Music City Bowl,</p>

SECTION	QUESTION / COMMENT	STATE RESPONSE
	TDOT provide an annual list or calendar of anticipated special events that traffic control will be required to support, and what type of traffic control is needed?	NFL Draft, big concerts. During these special events, the Department limits lane closures and occasionally needs additional traffic control support.
SOS 18.3	A project engineer role is mentioned twice for notification purposes. Who is this? Is this a TDOT employee/representative or contractor employee?	This is a TDOT employee that will be assigned to this project.
SOS 32.1	For Table 12, please confirm on page 96, Row 2 for I-40 Dickson of 1 Full Cycle for 198.44 acres is included in the sum total acres of 20,513.67 summarized on page 97.	I-40 Dickson was missing from the full cycle calculation. 20,712.11 acres will be the updated total acres. Table 12 will be updated.
Bid Solicitation Notice, page 8, Section 3.1.1.4	All Tech Responses must include the following": Are the responses to the General Qualifications and Experience table part of the 50-page limit?	Responses to the General Qualifications and Experience count towards the 50-page limit. The State prefers responses to General Qualifications and Experience be positioned before RFP Attachment 6.2.
SOS 15	Concurrent Contracting: Can the DOT provide an example calculation of the 45% reduction with full numbers, as the Formula example given is confusing with regard to the "order of operations" in the formula?	Formula has been revised; 'Routine Maintenance Services' x ((103.65 Total Miles – (Deleted Miles x 0.45)) / 103.65 Total Miles) = Monthly payment with a deleted zone at full month time.
SOS 22.1	Emergency Response and Third Party Damage Cap: This section lists reasonable expenses as Labor, Materials, and Equipment. Is this section meant to exclude reasonable Subcontractor costs for emergency repairs or will DOT allow Subcontractor costs to count toward the cap?	The intent of this section is to include all "labor, materials and equipment" used for both the prime and all subcontractors.

3. **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.