



US 181 Harbor Bridge Project RFQ
Proposer Q&A Matrix No. 4

No.	Document	RFQ Section / Page No.	Question / Comment	Response
1	RFQ Addendum No. 3	Forms attachment	Please confirm that it is allowable to use addendum #2 forms that did not change and require signatures. If not, please allow additional time to re-execute forms.	Yes, it is allowable to use Addendum #2 forms that did not change. TxDOT will accept Forms from Addendum #1, Addendum #2, or Addendum #3 provided that the content of the Forms was not subsequently revised.
2	RFQ Addendum No. 2	Part A, 5.1 Responsiveness, Page 15 (In order for project experience provided in any QS to be considered responsive,....)	<p>In addendum #2 in page 15 first paragraph the following wording has been deleted: "...Lead Engineering Firm, Lead Contractor or Lead Maintenance Firm, as applicable, and the Lead Engineering Firm, Lead Contractor or Lead Maintenance Firm has equal access to the resources of the parent company necessary to perform the work required of any such lead entity under the DA or COMA, as..."</p> <p>The current wording in addendum # 2 reads as follows "...shall not be considered responsive to this RFQ, except that project experience of a parent company of the Lead Engineering Firm, Lead Contractor, or Lead Maintenance Firm shall be considered responsive to this RFQ only if such parent company serves as either an Equity Member or a Guarantor</p>	TxDOT will consider the experience of any companies that serve in the role of Lead Engineering Firm, Lead Contractor or Lead Maintenance Firm or any of their parent companies that agree to provide a guarantee to TxDOT. Any guarantees provided to TxDOT must be for the obligations of the party contracting with TxDOT. No change will be made.

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			<p>by providing a guarantee in a form acceptable to TxDOT in its discretion covering the performance obligations of the Developer and Maintenance Contractor.”</p> <p>We believe there is an error in this new wording and request clarification. The new language as drafted tends to indicate that a Guarantor or parent company of the Lead Engineering Firm, Lead Contractor, or Lead Maintenance Firm is providing a guarantee covering the performance obligations of the Developer and Maintenance Contractor. The Lead Contractor member could be different than the Developer and in such case it would not make sense that the Guarantor of the Lead Contractor would need to provide a guarantee of the Developer or the Maintenance Contractor. The same issue will happen with the Lead Engineering Firm. The Guarantor of the Lead Engineering Firm would need to provide a guarantee of the Developer and the Maintenance Contractor. Please provide a revise wording or clarification.</p>	

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3	RFQ	Part A, Section 2.7	Can TxDOT provide more clarity to the language "it is currently anticipated that the DA may require the Developer to carry costs incurred under the DA beyond the completion of the Project". Is it anticipated by TxDOT that any project costs in excess of the Project funding of \$700 million will be carried by the Proposer for a period of 5 years, similar to the structure currently anticipated for the SH 183 Managed Lanes Project in Dallas?	TxDOT intends to include a structure for the potential extension of payments by TxDOT beyond completion of the project that is similar to the SH 183 Managed Lanes Project. Further details regarding amounts and timing of such payments will be set forth in the RFP.