



STATE OF TENNESSEE
TENNESSEE WILDLIFE RESOURCE AGENCY

**INVITATION FOR BID # 32801-11894
AMENDMENT # 1
FOR TWRA Duck Blinds**

DATE: **June 15, 2021**

ITB # 11894 IS AMENDED AS FOLLOWS:

1. State responses to questions and comments in the table below amend and clarify this ITB.

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

QUESTION / COMMENT	STATE RESPONSE
1. Government is request fully engineered drawings, material specifications with all load calculations present, verified, and stamped by a licensed PE in the State of Tennessee? Or is the Government requesting Shop Drawings with basic layout and conformity to scope of work?	TWRA is requesting shop drawings showing basic design and loads per the specifications.
2. If the Government does require fully engineered drawings, will a Site visit be made available for each Site to verify insitu conditions?	See above. Site visits may be scheduled with Jay McClellan at Jay.C.McClellan@tn.gov or 615-781-6546.
3. Is the Government requesting a single design of Duck Blind with multiple, duplicate builds? Or will the Government require several unique designs for each Duck Blind built for the area of installation?	TWRA is requesting single design with multiple, duplicate builds.

QUESTION / COMMENT	STATE RESPONSE
<p>4. Government is requesting a bid on for Duck Blinds, Delivery, and Installation. Can the Government provide greater clarity in the areas of installation...are they exactly the same, access is guaranteed, etc. There is large cost variability in installation (every spot is unique) and a fix price estimate, without visiting all 42 locations, might yield a cost with significant contingency present.</p>	<p>Construction, delivery, and installation shall be completed by the Contractor and most sites will be unique. It would be impossible to be more specific concerning installation of each site due to the site uniqueness. The TWRA Estimated Cost per Duck Blind (\$ 30,000.00) includes a contingency for additional installation cost.</p>
<p>5. Duck Blinds can be (usually are) unique to their environments, exterior finishing (low laying grass versus lake versus hill side) may different. Does the Government expect that all exterior finishing to all be the same? Or does each exterior finishing need to be tailored to their respective installation locations? If unique, there is large cost variability in installation (every spot is unique) and a fix price estimate, without visiting all 42 locations, might yield a cost with significant contingency present. This is particularly relevant to Liquidated Damages clause.</p>	<p>This contract does not include the cost or responsibility for the Contractor to finish the exterior (i.e. brushing or camouflage) of the Duck Blind.</p>
<p>6. Will the Government consider a Licensed Contractor Bid limit of \$1,000,000.00 USD? A license limit of \$1.5,000,000.00 per Duck Blind appears significantly more than what is required.</p>	<p>Yes. Please see the change made to the specifications.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>7. Will the Government consider a Terms & Considerations (T&C) clause for price and schedule adjustment for the price and availability of steel? There is, currently, large volatility in the price and availability of steel, without consideration for this volatility there is large cost variability in procurement and a fix price estimate might yield a cost with significant contingency present. This is particularly relevant to Liquidated Damages clause.</p>	<p>The State will not include a price adjustment. All cost proposals must contain firm pricing for the term of the contract.</p>
<p>8. Government verifies that warranty period is one (1) year from date of acceptance of Duck Blind?</p>	<p>Workmanship and Material Warranties of One (1) year are required by the Specifications.</p>
<p>9. Will the Government consider a Payment Bond (25%) and Performance (100%) per Duck Blind versus total contractual liability? Total contractual liability might yield a bonding in excess of \$4M USD.</p>	<p>No, this is a standard State term.</p>
<p>10. Are there any sketches or schematics to show the details of sizes, shapes, blind components?</p>	<p>No.</p>
<p>11. Will this be a multi-year contract?</p>	<p>This will be a two-year contract and will allow TWRA to order an initial quantity of 27 blinds this year and the remaining 15 next year.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>12. Are you really planning to do 42 installed blinds by October 1, 2021? If not, what will be the breakout and timeline for completing them all?</p>	<p>No. 27 blinds shall be completed before the 2021 season in October.</p> <p>The remaining 15 blinds will be requested for next year.</p>
<p>13. The roof load of 200 psf is incredibly large. In the past only 50 psf has been discussed. This seems way too high.</p>	<p>We will accept 50 psf. Please see the change to the specifications.</p>
<p>14. Under anchorage system it calls out a 3" schedule 40 pipe for anchoring fixed blinds. We use a hot-dipped galvanized 2-1/2"x2-1/2"x11 ga. square tube for these kinds of fixed structures. Will that be acceptable on the fixed blinds?</p>	<p>That is acceptable. Please see the change to the specifications.</p>
<p>15. There were discussions earlier about amenities like a shooting step, a bench, a table, a dog box w/ramp. Are those items still in the expectations?</p>	<p>A DOG Box on each side is required.</p>
<p>16. Under Warranty, I would suggest the 30-year warranty be allowed to be pro-rated.</p>	<p>This is acceptable.</p>
<p>17. What exact tier 2 blind locations, per WMA, are in this year's 31 blind, year one, rollout?</p>	<p>BLINDS INSTALLED IN 2021 (27 Total): Barkley - 8,9 Camden Unit 1 –107, 133 Gooch - 28,30,31,35 Reelfoot - 15,36,55,60 Tigrett - A4 West Sandy - 4,25</p>

QUESTION / COMMENT	STATE RESPONSE
	<p>AEDC - 26,28, 30, 31 Cheatham Lake - 14,15,17 Haynes Bottoms – 121,123 Old Hickory Unit 1 - 24,26,29</p> <p>BLINDS INSTALLED IN 2022 (15 Total): Barkley - 20 Gin Creek - 50,51 Camden Unit 1 – 104,106,108 Camden Unit 2 – 74 Gooch - 34 Reelfoot - 8 Tigrett - A1, A2 Cheatham Lake - 16 Old Hickory Unit 1 - 25,27,28</p>
<p>18. Will the previous blind structures be removed, and the blind sites cleared, prior to July 9th?</p>	<p>Blind sites will be cleared by TWRA personnel prior to Contractor beginning work.</p>
<p>19. We can eliminate the shear load concern, with the floating blinds. Will 4 posts, driven to refusal, coupled with cables of sufficient strength and length, for flood stages and heavy-duty swing hanger swivels, be permissible versus the four posts and collars? (we have viewed and worked on similar anchoring means, on private blinds that are surviving 20+ years, in the Mississippi River bottoms, where flood levels, floating debris and currents are much more severe, than those of the Obion or North Forked Deer). We, also, have safety concerns about posts, rising above and within, a hunter's shooting window (direction a hunter might shoot). In severe flood areas, where water depths can vary 6-12 feet, there could be steel posts, standing, high into a hunter's shooting window, if</p>	<p>The Contractor should design their blind per the event specifications. It will be the responsibility of the Contractor to design their blinds to handle the specification loads.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>the water stage is low. This could be a serious ricochet obstruction, overlooked, when shooting at fast flying and passing waterfowl.</p>	
<p>20. We have concerns about the length of warranty. Thirty years exceeds all raw material warranties, that we can get from our suppliers and may even exceed our life span. We have taken the specs to heart and agree with a longevity plan, however, how can a warranty of this length of time work? If, a lengthy warranty is required, in the end, will it be prorated and what would the percent be, per year?</p>	<p>Workmanship and Material Warranties of One (1) year are required by the Specifications.</p>
<p>21. Additionally, and we have no qualms about a one-year errors and omissions warranty, however, and undefined in the “force majeure” clause are causes of damage or destruction by boats or humans. Can these be added and excluded, from supplier warranty responsibilities?</p>	<p>Destruction from use due to boats, human damage will not be a warranty issue for the Contractor.</p>
<p>22. What is significant about the October 1 deadline, since Waterfowl Season, actually begins, much later?</p>	<p>Blinds completed by October 1, 2021 will provide TWRA time to properly brush the blinds prior to October 15, 2021 when areas without water will begin to be flooded</p>
<p>23. Gooch, being the most likely worst case scenario, since they will be floating structures and a railroad trestle exists between the access and tier 2 blind locations: Will there be any penalty, enforced, if floating structures cannot be floated,</p>	<p>If the Contractor has in good faith attempted to float the blinds to their location and any barrier or obstruction beyond the Contractors control is noted, the Contractor would not be penalized.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>to the sites? Or, is this covered in the "force majeure" clause? Maybe, more simply asked is: if floating structures have a barrier or obstruction, between the access point and blind location, will there be any penalty assessed, if the final install date is passed?</p>	

2. **ITB Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this ITB not expressly amended herein shall remain in full force and effect.