

## FLINT HILLS AREA TRANSPORTATION AGENCY

**Procurement Type: Invitation to Bid**

**Procurement ID: FY25-1001-Wraps**

### **ADDENDUM I: Response to Vendor Questions**

Deadline for Inquiries about Scope of Work: 8/7/2024

Deadline for Responses to Inquires: 8/9/2024

The following is a list of all Vendors requesting a copy of the RFP and their questions submitted by August 7, 2024 (any questions received after this date will not be answered). All questions and answers will be provided to all potential Vendors who have expressed interested and posted on our website. All vendors submitting a proposal must include acknowledgement of Addendum with their bid responses.

*This Addendum becomes a part of the Invitation to Bid upon issuance and supersedes any previous specifications and/or provisions in conflict therewith. By submitting their Bids, Bidders are deemed to have received all such notices and to have incorporated them into their Bid.*

#### **Questions received from Turbo Images**

1. Are the prices being entered into pricing tables 1 and 2 on pages 51 and 52 for the same length of vehicle, if not please clarify?

**Response:** As described in Scope Section D, 2.1 Bus Size is For E-450 20-Passenger Cut-Away Buses and Ford Transit Vans. The vehicles vary slightly in size dependent upon the year and body style of the cut-aways. Window placement is slightly different in each year. In the previously the difference has not made a difference on overall cost of wraps, however some firms will charge a Setup fee for each design, but generally the cost to print and install are similar. Vendors are expected to identify cost differentiation if any, including setup fees, etc. To clarify the reason for the option to provide different pricing, is related to the designs themselves being different, not due to bus sizes changing.

Appendix 1 Vehicle Listing provides a detailed listing of existing vehicles, along with their year, make and model. Standard pictures were provided as well. As mentioned, it is the responsibility of the Contractor to verify and confirm measurements and ensure artwork is to scale prior to finalizing proofs for each wrap on each vehicle year, make and model. Please note, ATA reserves the right to add, remove or otherwise modify requirements or graphics on any bus and it's existing or new wrap, therefore the wrap currently on the vehicle is subject to change.

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2. Questions about the pricing table on page 51:
  - a. For item 2.b, 3.b, 4.b, 5.b and 6.b, what is the approximate coverage in square feet?
  - b. For item 7
    - i. what is the approximate coverage in square feet?
    - ii. What if the typical age and condition of the existing graphics?
  - c. For Item 9 ('Guaranteed Not to Exceed Travel Expenses for wrapping all 5 vehicles (see Attachment 12)'), is this a single trip?

Response: See response in #1. It is the responsibility of the Contractor to verify and confirm measurements and ensure artwork is to scale prior to finalizing proofs for each wrap on each vehicle year, make and model. Please note, ATA reserves the right to add, remove or otherwise modify requirements or graphics on any bus and it's existing or new wrap, therefore the wrap currently on the vehicle is subject to change.

Existing wraps are anywhere 2-5 years old, and condition is warn on the majority of them. The pictures provided in Appendix 1 show the coverage on each style of wrap.

Yes please provide not to exceed travel expenses for 1 trip, vendor should provide what 1 trip entails, and how many vehicles can be done in a trip, the number of days onsite, etc.

3. Questions about the pricing table 2 on page 52:
  - a. Is Item 2 only the production charge e.g. excludes any on-site work for installation or removal?
  - b. For item 3
    - i. what is the approximate coverage in square feet?
    - ii. What if the typical age and condition of the existing graphics?

Response: Item 2 labelled "Wraps" represents the cost to produce and print the wrap. It is up to the Bidder to identify what costs go into the wrap production. Item Labeled "Old Wrap Removal" is the cost associated with removing the wrap. Item Labelled "Installation" is the cost for installation.

See response in #1 regarding vehicle size. It is the responsibility of the Contractor to verify and confirm measurements and ensure artwork is to scale prior to finalizing proofs for each wrap on each vehicle year, make and model. Please note, ATA reserves the right to add, remove or otherwise modify requirements or graphics on any bus and it's existing or new wrap, therefore the wrap currently on the vehicle is subject to change.

See Response in #2 regarding existing wrap condition.

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4. Questions about the pricing table 3 on page 52:
  - a. Is Item 2 only the production charge e.g. excludes any on-site work for installation or removal?
  - b. For item 3
    - i. what is the approximate coverage in square feet?
    - ii. What if the typical age and condition of the existing graphics?

Response: Item 2 labelled “Wraps” represents the cost to produce and print the wrap. It is up to the Bidder to identify what costs go into the wrap production. Item Labeled “Old Wrap Removal” is the cost associated with removing the wrap. Item Labelled “Installation” is the cost for installation.

See response in #1 regarding vehicle size. It is the responsibility of the Contractor to verify and confirm measurements and ensure artwork is to scale prior to finalizing proofs for each wrap on each vehicle year, make and model. Please note, ATA reserves the right to add, remove or otherwise modify requirements or graphics on any bus and it’s existing or new wrap, therefore the wrap currently on the vehicle is subject to change.

See Response in #2 regarding existing wrap condition.

5. Are the vehicles being repainted and if so has two weeks been planned for ‘de-gassing’ to ensure proper adhesion of the vinyl material

Response: Vehicles are not being repainted. They are all a base white.

6. Does Buy America apply to this procurement?

Response: Please refer to Section G Contract Terms and Conditions and Attachments 1 regarding Federal and State Applicable Clauses. But America applies to steel, iron, and manufactured products used in FTA-Funded contracts over \$150,000. It is assumed there is no steel or iron, however it is the Bidder’s responsibility to determine applicability as it relates to the definition of manufactured products and the total project costs.

7. Does Fly America apply to this procurement?

Response: Please refer to Section G Contract Terms and Conditions and Attachments 1 regarding Federal and State Applicable Clauses. Fly America applies on all federal projects and would be applicable to this contract.

8. Please confirm FHATA will provide the final artwork in high-resolution vector files (e.g. Adobe Illustrator) and specify PMS color codes and provide vector images

Response: Yes FHATA will provide the final artwork in high-resolution vector files and specify colors. FHATA has arranged for the contractor to work directly with the Designer in producing the necessary files and colors.

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9. Please confirm that the contractor can invoice per bus

Response: Purchase orders will be issued for each project(s) determined by ATA. Progress billing may be done according to the purchase order agreement on a monthly basis. As mentioned in Scope Section D 1.1, an initial Purchase Order will be initiated shortly after the award and execution of the contract. Section F.5 also describes the purchase order process. And Section G under General Provisions describes the process for Requesting Payments.

10. Regarding the statement on page 12, 'If graphic installation are performed during the Graveyard shift between 8:00 PM and 6:00 AM, FHATA's indoor space may accommodate up to four vehicles at a time.' are out-of-hours installations a requirement – please detail required hours, thanks.

Response: It is preferred that Contractors work within our peak business hours, 7 AM – 7 PM if using the FHATA Facility. However, due to peak transit services being in operation during those hours, FHATA can accommodate earlier and later start times to allow for additional vehicles to be done. As described in Scope Section D.5, if installation takes place during our peak service times, FHATA can only allow for two buses at time to be pulled out of service. If installation takes place outside of peak service hours (start to finish), we can accommodate up to 4 vehicles so long as the vehicles are done in time for peak operations.

11. Please confirm we can disregard the 'B. NO BID REPLY FORM' as we are bidding

Response: If submitting a bid there would be no reason to submit the NO BID REPLY FORM.

12. Regarding the statement on Page 3, 'FHATA's intent to award one or more contracts for the wrap printing and installation services no later than August 30, 2024.' This is in conflict with the statement on page 18, 'It is the intent of FHATA to award one contract to the responsive and responsible bidder whose bid conforms to this IFB and is the lowest in price.' – please clarify

Response: It is FHATA's intent to award one contract to the lowest responsive, most responsible bidder. However, FHATA reserves the right to award more than one contract if deemed necessary to meet the scope requirements of FHATA's project.

13. Regarding the statements on page 3, 'Prices agreed upon are to remain firm for the duration of the Master Agreement, unless otherwise specified.' and page 7, 'A firm fixed bid for rewrapping existing fleet and wrapping new vehicle as needed'

- a. What is the term for pricing to be held/valid for?
- b. Please confirm that bidders can request a price increase in line with 3M annual price rises
- c. Is there a contract modification process for vendors experiencing annual price increases?

Response: As described in Section A.1 the initial term will commence from Award / Execute Date through June 30, 2027, with option to renew (2) two (1) one-year extensions through June 30, 2029. It is assumed that the prices provided are for the duration of the initial term unless otherwise stated. The optional renewal the contractor will be given opportunity to review fixed

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prices at the time of renewal. If firm fixed prices are to change on an annual (June 30) basis through the duration of the initial term (through June 30, 2027) the bidder must detail the terms (we recommend providing pricing tables for each year ending June 30), and prices increases must not exceed a ten percent increase over the duration of the initial term, otherwise the change would be deemed a “cardinal” change in the agreement and could result in a non-responsive bid.

14. Regarding the statement on Page 8, ‘3M IJ 180CV3, 2-mil with gloss finish or an approved equal’ per statement on page 9, ‘request for approved equals shall be received in writing no later than August 7, 2024’
- Please can you kindly advise the current list of approved equals?
  - Can you publish bidders requests for approval equals in the Addendum?

**Response:** FHATA has not received any approved equal requests at this time (those requests would have been included in this addendum, response to questions).

15. Regarding the statement on Page 9, ‘the contractor must provide a proof sample sheet on the wrap material’ can you provide more details the size, and is this just the color ‘swatches or the printed design in miniatures?’

**Response:** FHATA recommends a 12” x 12” Proof minimum. The proof should be large enough to show color details, bleeds, be readable and include the full design.

16. Regarding the statement in paragraph 20 Licensing, Laws, And Regulations on page 22, can you specify what are the requirements for licenses and permits

**Response:** It is up to the Contractor to determine appropriate business licensing requirements to do business in the State of Kansas, City of Manhattan, Kansas, and Riley County, Kansas. For example, a contractor must be compliant with the KS Secretary of State with regards to appropriate filings through the Secretary of State for both in-state and foreign business entities. If the project requires industry standards or certifications for the work to be completed the Contractor would be required to ensure all appropriate licenses and certificates are held and current at the time of bidding. Most importantly this contract must comply with all current rules, regulations, and ordinances applicate at the federal, state, county or municipal government authority.

17. Regarding the statement on Page 11, ‘Contractor must provide an estimated timetable for delivery of wraps, and completion of installation’, would a standard turnaround/schedule of thirty working days from receipt of final artwork to first installation be acceptable? This timescale allows proper time for artwork approval, color matching, production, shipping, and installation

**Response:** The question is unclear, but it is the Bidder’s responsibility to identify the timetable from the time the final artwork to installation. The bidder should provide context during the final artwork determination and approval requirements, printing of wraps, shipping, etc. Timeframe should not reflect actual dates, but general number of days and hours to complete major steps in the process.

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18. Regarding paragraph 21. Insurance on page 2,  
a. Request to exclude Pollution Liability and Professional Liability Insurance as not applicable

Response: The clause indicates “where applicable” therefore if a clause is determined no applicable. If it is determined that industry standard for pollution liability and/or professional liability insurance is required, then bidder will be required to provide proof of insurance and/or provide proof that the insurance is not applicable.

Professional liability, otherwise known as errors and omissions, protects business against claims related to mistakes, malpractice, misrepresentation, and negligence in services. This is a common standard for most professional businesses. However, if the bidder can provide evidence it is not standard or not required for the industry in which contractor is in, then it will be deemed not applicable.

Pollution Liability protects a business from damage or injury caused by pollutants work with in production or exacerbate. Therefore, if your business practices with regards to installation, wrap removal, disposal practices and/or printing or manufacturing of wraps does not require pollution liability than the insurance would be considered to not be applicable. ATA is not responsible for the chemicals or by-products used in the production or disposal of materials. FHATA is not aware of industry standard requirement, however it is the Bidder’s responsibility to determine applicability. FHATA is not responsible for injury or damage caused to bidders’ employees or subcontractors who become exposed to possible pollutants caused by the contractor’s business practices.

19. Regarding page 28, are bidders required to initial, or also sign the Standard Terms and Conditions?

Response: Bidders should initial each page of Standard Terms and Conditions to acknowledge understanding and Signature is required for certification and acceptance.

20. Please confirm that bidders can disregard the instructions on 39 in paragraph ‘Demonstration of Good Faith-Efforts’ because of the zero DBE goal for this procurement

Response: That is correct, there is no DBE goal set for this project therefore Demonstration of Good Faith Effort is not applicable. However, if a DBE is proposed the requirements are applicable with regards to DBE Participation.

21. Regarding the paragraph 3 – Bid Pricing on page 15, please confirm whether bidders can raise travel and per diem charges per page 12 and paragraph 6 - Travel Policy on page 42

Response: FHATA Travel Policy in Appendix 6 is applicable to all travel related to this IFB. FHATA will only consider pricing differences caused by extenuating circumstances, for example airline options being limited or hotel rooms in Manhattan not available at the rates allowed. FHATA will not consider price differences due to a bidder having higher reimbursement rates for employees. ATA is not responsible for contractors choosing more

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expensive options for travel by choice. If minimum prices exceed the policy, the contractor will be required to provide support and comparative costs to show extenuating circumstances.

22. Please confirm that the coverage does not include the roof, bumpers, or cab/cap.

Response: Wraps may go to the top of the vehicle but will not exceed past the drip rails onto the roof. Wraps will not cover bumpers. Coverage may include the back of the vehicle but does not generally include the truck cab area or doors.

23. Can bidders state a minimum charge to cover shipping and trip charges, if so where can that information be entered?

Response: A bidder may attached to pricing sheet additional details if necessary. And you may indicate on the Pricing Table a per trip charge, but it must be clear what a trip entails (how many nights / hours). Indicate on the Pricing Table under #9 Travel Expense if an attachment is included.

24. Is there a provision for the Contractor to raise a charge in the installation is cancelled or delayed without reasonable notice?

Response: The bid is for a firm fixed-fee and bidder is to include all necessary fees and costs. It is not the intent for ATA to charge the bidder for cancelling or delaying installation for extenuating circumstances beyond the control of ATA or the bidder. It is, however, the Bidder's responsibility to propose an adequate and reasonable timeline that allows for some flexibility for possible delays. With that, the bidder may include a charge, in their terms and conditions, "reasonable notice" and "cause" must be clearly identified and defined, as well how the charge will be applied. The fees will be part of the consideration and comparison for lowest most responsible bidder. And if the bidder prefers to incorporate a fee, the fee will be applicable both for ATA and the bidder.

25. Please confirm that none of the forms need to be notarized?

Response: Forms do not need to be notarized.

26. Please confirm that the contractor is not required to remove hardware such as bike racks, license plates, lights etc.

Response: All external equipment, bike racks, license plates, etc will be removed by ATA's maintenance department and at the request of the contractor.

27. Please acknowledge vinyl manufacture warranty limitations.

Response: Vinyl manufacture warranty should be provided by Bidder. Minimum two years is preferred, with proper placement and care. The warranty should define the terms.

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28. Regarding the statement on page 3, 'The total prices shall be exclusive of all taxes.' please confirm that the contractor will be provided with a Tax Exemption Certificate

Response: Requested pricing exclusive of taxes for comparability. The State of KS sales tax is destination based; therefore, sales tax is based on our Facilities location tax rate (in Riley County, Kansas) and can be determined at the time purchase order is issued. If the project is determined to be sales tax exempt, a certificate will be provided at the time of issue of purchase order.

29. Page 9, Scope of Work part e) please confirm there is no sample requirement with the submission, this part e) relates to post-award -thanks

Response: No sample is required at time of bid.

30. Please confirm that the contractor can invoice per week if there is a batch of installations in one week?

Response: See Question 9. Purchase orders will be issued for each project(s) determined by ATA. Progress billing may be done according to the purchase order agreement on a monthly basis or at completion of the project. As mentioned in Scope Section D 1.1, an initial Purchase Order will be initiated shortly after the award and execution of the contract. Section F.5 also describes the purchase order process. And Section G under General Provisions describes the process for Requesting Payments.

31. Please confirm that a minimum purchase order value of \$500 is acceptable to cover shipping costs, installer trip charges and other fixed costs – thank you

Response: Minimum purchase order value will exceed \$500. We do not expect to issue a purchase order for less than three buses at any given time. However, in the instance in which we have had a bus damaged due to whether related incident or vehicle collision. This however will be handled on a case by case basis and vendor will be provided plenty of notice of a request, the cost though is expected to exceed \$500 for a full-rewrap.

32. Regarding the statement on page 12, 'If graphic installation are performed during the Graveyard shift between 8:00 PM and 6:00 AM, FHATA's indoor space may accommodate up to four vehicles at a time.' Due to the different overtime rates for non-social hours please can you confirm the installations hours being used as the basis for pricing

Response: This question was previously answered in #10. We offer later hours for the convenience of the vendor, however the Agency prefers the work be done during the hours of 7 am and 7 pm. It is expected that the Firm Fixed Price is fixed regardless of time of day the work is performed. If over-time rates are a factor that should be part of the bidder consideration and price. Bidder will stipulate when their staff and team are available to work.

33. Page 8, 'The contractor will be responsible for verifying artwork scale to the scale of the vehicle based on the actual measurements of the vehicle being wrapped' please confirm that bidders are expect to include an on-site fleet assessment in their bid pricing

Response: As stated in the Proposal Response Form, **"The bidder shall complete the following pricing table(s) and provide firm, fixed pricing necessary to meet the requirements of the IFB.** The bid price shall include, as applicable, all items of labor, materials, tools, equipment, transportation, and other costs necessary to complete the manufacture, delivery, assembly, installation and drawings, if required, of the materials or services required in this procurement." It is recommended that the bidder include costs associated with verifying artwork scale as part of the Setup fees. If it is determined an onsite visit to perform all measurements, then that should be incorporated into the fixed fee. The bidder may work with FHATA staff to perform measurements and provide the details to aid in reducing the overall costs. However, it is the responsibility of the bidder to provide detailed instructions.

34. Page 7, '2. Scope of Services, Objectives and Tasks' regarding the statement "Vehicle Wraps will cover both sides of the vehicle (excluding windows), as well as minimum requirements for the back of the vehicle"
- a. Please confirm the base paint is white
  - b. Please confirm no coverage on the hood, roof, or the cap/dome overhang above the front window

Response: Base paint is white on all vehicles. See answer in question #22 with regards to coverage.

35. Page 7, '2. Scope of Services, Objectives and Tasks' regarding the statement "ATA reserves the right to add, remove, or otherwise modify any requirements and/or graphics to meet the operational and strategic objectives of the agency." please confirm that where additional sq/ft coverage is required bidders will be able to quote the additional price

Response: FHATA will work with the contractor if a new wrap design is identified, and bidder will be given opportunity to provide updated pricing information. For determination of more fixed route wraps vs. demand response wraps, the bidder's unit pricing will apply.

36. Page 6, we note the contract award of August 30, can we ask when the installations are required and/or how this is affected (if at all) by the local surface temperature

Response: As previously discussed, the bidder is required to provide a general timeline. The award is expected by August 30, however, the contract execution and negotiation phase will have to be completed before notice to proceed. Work cannot be started until Notice to Proceed, which takes a minimum of two weeks after award. Again, a general timeline should incorporate some flexibility due to weather, etc that might delay the project. It is preferred that we begin the process as soon as Notice to Proceed is issued, and that would begin with finalizing artwork first. A more exact timeline will be determined and agreed upon once the Notice Proceed is issued and work can begin.