

RFB TO-25-10
Transit Bus and Van Tire Lease
Questions and Answers #2
March 31, 2025

Q1. Would the 195/75R16C tire size be an approved alternative tire to the 205/75R16C tire size for the 2021 Arboc buses listed in your RFB?

A1. Topeka Metro prefers the 205/75R16C tire size specified in the RFB, but Topeka Metro will consider the 195/75R16C tire size as an alternative for the 5 Arboc buses.

Q2. Will RFID unique identification technology be considered as an alternative for tire branding?

A2. No.

Q3. Is there a longer-term plan to add EV buses to the fleet? If so, can Topeka provide projections?

A3. Topeka Metro will be adding 4 EV buses to our bus fleet in approximately one year and it is our intention to add an additional 3 EV buses over the next few years.

Q4. Will Topeka Metro consider the following changes to the referenced contract clauses?

P.7 – 1.0 Access to Records. Any access to records and reports pursuant to this section shall be upon reasonable advanced notice, during normal business hours and at the sole cost and expense of the accessing party. Metro agrees with this request.

P.7 – 2.0 Assignment and Delegation. This section needs to be mutual so that neither party may assign without the previous written consent of the other party. Metro agrees with this request.

P.9 – 17.0 Indemnification. This section needs to be mutual and each party's liability should be limited to their negligence to the extent it caused the claim. Metro agrees with this request.

P.11 – 28.0 Termination. Termination for convenience needs to be mutual, giving potential bidder the same rights as Topeka. Opportunity for cure should be 30 days (not 10). Termination for Default should also be mutual, permitting potential bidder to terminate upon default by Topeka because potential bidder should not be obligated to continue supplying tires if the Customer stops paying. Metro agrees with this request.

P.9 - 18.0 Insurance. Please modify this section to read: "Contractor shall maintain for the duration of the contract such insurance as will protect it and Metro from all claims, including Workers' Compensation, and will hold Metro harmless from, and indemnify Metro for, all claims and damages which may arise out of or result from the Contractor's operations under this contract, whether such operations are by Contractor, by a subcontractor, by anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable. Contractor will submit certificates or other proof of insurance to Metro, upon notification of contract award." Metro does not agree with this request.