



**CITY OF HOUSTON**  
Administration and Regulatory Affairs Department  
**Strategic Purchasing Division**

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June 24, 2011

**Subject:** Letter of Clarification No. 6 to Invitation to Bid No. S12-L23945 for Fuel, Low Emission Diesel and Unleaded Gasoline for the Fleet Management Department.

**To:** All Prospective Bidders:

This letter of Clarification is being issued for the following reasons:

1} **To revise the above referenced solicitation as follows:**

- **SECTION C, entitled GENERAL TERMS AND CONDITIONS is hereby changed as follows:**
  - I. Remove page 18 of 31 and replace with the attached 18 of 31, marked "**Revised 06/24/2011**".
- **The following are questions posed by a prospective bidder(s) and the answers thereto:**

**Question #1** Define "**per occurrence**" as it is utilized in "INDEMNIFICATION (2.3).

**Answer:** "Per occurrence" refers to a single event.

**Note: No further questions will be accepted after the publication of this Letter of Clarification.**

When issued, Letter(s) of Clarification shall automatically become a part of the bid documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. It is the responsibility of the bidders to ensure that it has obtained all such letter(s). By submitting a bid on this project, bidders shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this solicitation.

Furthermore, it is the responsibility of each Contractor to obtain any previous Letter of Clarification associated with this solicitation.

*Martin L. King*  
Martin L. King  
Senior Staff Analyst  
832-393-8705

**Attachments:** Page 18 of 31 marked "**Revised 06/24/2011**"

*Partnering to better serve Houston*

Council Members: Brenda Stardig Jarvis Johnson Anne Clutterbuck Wanda Adams Mike Sullivan Al Hoang Oliver Pennington  
Edward Gonzalez James G. Rodriguez Stephen C. Costello Sue Lovell Melissa Noriega C.O. "Brad" Bradford  
Jolanda "Jo" Jones **Controller: Ronald C. Green**

- 9.3 The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.
- 9.4 All policies of insurance presented as proof of compliance with the above requirements shall be on forms and with insurance companies approved by the City of Houston All such insurance policies shall be provided by insurance companies having Best's ratings of A- or greater and VII or greater (A-VII) as shown in the most current issue of Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or having Best's ratings lower than A-VII will not be accepted as complying with the insurance requirements of the contract unless such insurance companies were approved in writing prior to award of contract
- 9.5 Contractor agrees to waive all rights of subrogation or recovery against the City of Houston and its directors and/or employees arising out of any claims for injury(ies) or damages resulting from the work performed by or on behalf of Contractor under this agreement and/or the use of any the City of Houston premises or equipment in the performance of this agreement. The Commercial General Liability shall be endorsed to recognize this required waiver of subrogation.
- 9.6 **Proof of compliance with these insurance requirements shall be furnished City of Houston in the form of a certificate or memorandum of insurance before any work under this contract will be allowed to commence. Renewal or replacement certificates shall be furnished the City of Houston prior to the expiration or termination date of the applicable policy(ies).**
- 9.7 Contractor shall require any and all subcontractors performing work under this contract to carry insurance of the types and with limits of liability as Contractor shall deem appropriate and adequate for the work being performed. Contractor shall obtain and make available for inspection by the City of Houston upon request current certificates of insurance evidencing insurance coverages carried by such subcontractors.
- 9.8 **Notwithstanding any conflicting provisions of this Agreement, Contractor's liabilities and obligations regarding the additional insured status, primary insurance relationship, and waivers of subrogation requirements shall be solely to the extent of the Contractor's indemnity obligations to the City under this Agreement and for the minimum amounts stated herein.**