



# CITY OF HOUSTON

Administration & Regulatory Affairs Department  
Strategic Purchasing Division

**Annise D. Parker**  
Mayor

Calvin D. Wells  
City Purchasing Agent  
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F. 832.393.8755  
<https://purchasing.houstontx.gov>

September 20, 2011

**SUBJECT:** Letter of Clarification No. 4  
**REFERENCE:** Request for Proposal: S37-T24005 for Fleet/Vehicle and Equipment Maintenance Services for the Houston Airport System  
**TO:** All Prospective Respondents

This Letter of Clarification is issued for the following reasons:

• **To revise the above referenced solicitation as follows:**

1. Letter of Clarification No. 3, Question 111, Answer 5 response, shall be removed in its entirety.
2. Page 44, PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS, Item 9.1.19 Form 1A Pre Performance Bond (Exhibit XI) shall be removed in its entirety and revised to read as "Reserved." Remove page 44 and replace with attached Page 44 – marked Revised – September 20, 2011.
3. Page 80, Exhibit XI – PRE-PERFORMANCE BOND shall be revised to remove the word "PRE" in its entirety. Remove Original Exhibit XI – PRE-PERFORMANCE BOND and replace with attached Exhibit XI – PERFORMANCE BOND marked Revised – September 20, 2011.

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation 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 respondent to ensure that it has obtained all such letter(s). By submitting a qualifications packet on this project, respondents shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into their qualifications packet.

If you have any questions or if further clarification is needed regarding this solicitation, please contact me.

Sincerely,

*Douglas Moore*

Douglas Moore  
Division Manager  
City of Houston Strategic Purchasing Division  
832-393-8724

Attached Revised Page: 44 and Exhibit XI

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**LETTER OF CLARIFICATION 4  
FLEET/VEHICLE EQUIPMENT MAINTENANCE SERVICE  
SOLICITATION NO. S37-T24005**

<p><b>PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS SOLICITATION NO.: S37-T24005</b></p>
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- 9.1.19 ~~Form 1A Pre-Performance Bond (Exhibit XI)~~ RESERVED
- 9.1.20 Attachment 1 Proposer Questionnaire for General Instructions
- 9.1.21 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals

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**LETTER OF CLARIFICATION 4  
FLEET/VEHICLE EQUIPMENT MAINTENANCE SERVICE  
SOLICITATION NO. S37-T24005**

**EXHIBIT XI  
PRE-PERFORMANCE BOND  
SOLICITATION NO.: S37-T24005**

**PERFORMANCE BOND**

**THE STATE OF TEXAS**                    '

**COUNTY OF HARRIS**                   '

\_\_\_\_\_, ("Principal") and \_\_\_\_\_, ("Surety"), shall pay to the City of Houston, Texas ("City"), the sum of \$500,000.00 in accordance with the terms and conditions stated below:

On or about this date, the Principal executed a \_\_\_\_\_ Agreement in writing with the City for \_\_\_\_\_ ("Agreement"), which is incorporated into this Bond.

The conditions of this obligation are that if the Principal performs its obligations under the terms of the Agreement and this Bond in all respects, then this obligation is void and has no further force and effect; otherwise this obligation remains in effect and the sum of \$500,000.00 is payable to the City on demand.

The Surety relieves the City and its representatives from the exercise of any diligence whatever in securing the Principal's compliance with the terms of the Agreement, and the Surety waives any notice to it of the Principal's default or delay in the performance of the Agreement. The Surety shall take notice of and is held to have knowledge of all acts or omissions of the Principal, its agents, and representatives in all matters pertaining to the Agreement.

The City and its representatives may at any time, without notice to the Surety, make any changes in the terms and conditions of the Agreement, or extend it, and may add to or deduct from the Principal's obligations under the Agreement. Such changes, if made, do not in any way relieve, release, condition, or limit the obligation in this Bond and undertaking or release the Surety therefrom.

**SURETY AND PRINCIPAL AGREE TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, AND REPRESENTATIVES FROM ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, DAMAGES, FINES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY FAILURE ON THE PART OF THE PRINCIPAL, ITS AGENTS, AND REPRESENTATIVES, TO FULLY PERFORM UNDER THE AGREEMENT, INCLUDING ANY CHANGES OR EXTENSIONS TO IT.**

If the City brings any suit or other proceeding at law on the Agreement or this Bond, or both, the Principal and the Surety shall pay to the City the additional sum of 10 percent of whatever amount the City recovers, which sum of 10 percent is agreed by all parties to be indemnity to the City for the expense of and time consumed by its City Attorney, his or her assistants, and office staff, and other costs and damages to the City. The amount of 10 percent is fixed and liquidated by the parties because the exact damage to the City would be difficult to ascertain.

This Bond and all obligations created under it shall be performable in Harris County, Texas, and all are non-cancelable. This Bond must be automatically renewed annually on the anniversary of the effective date of the Bond for the term of the Agreement and any extensions, unless the Surety gives the Principal and the City 30 days written notice before the renewal date that the Surety will not renew this Bond, in which case the Principal shall provide the City with a replacement bond (in the same form as this Bond) before the renewal date. The provisions of V.T.C.A., Government Code Section 2253, as amended, control even though the Statute may not be applicable.

All notices required or permitted by this Bond must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out on the signature page of this Bond or at such other address as the receiving party designates by proper notice to the sending party.

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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**

**LETTER OF CLARIFICATION 4  
FLEET/VEHICLE EQUIPMENT MAINTENANCE SERVICE  
SOLICITATION NO. S37-T24005**

This Bond is effective on \_\_\_\_\_ and is binding on the Principal and the Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

EXECUTED in multiple originals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**IN WITNESS THEREOF**, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST/SEAL: (if a corporation)

WITNESS: (if not corporation)

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

ATTEST/SURETY WITNESS (SEAL)

\_\_\_\_\_  
(Full Name of Surety)

\_\_\_\_\_  
(Address of Surety for Notice)

\_\_\_\_\_  
(Telephone Number of Surety)

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title: Attorney-in-Fact  
Date:

REVIEWED:

\_\_\_\_\_  
Sr. Assistant City Attorney  
P. O. Box 368  
Houston, TX 77001-0368

Exhibit XI  
Revised – September 20, 2011

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SOLICITATION NO. S37-T24005

END OF LETTER OF CLARIFICATION NO. 4

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