

**HOUSTON COMMUNITY COLLEGE  
REQUEST FOR PROPOSAL – COMMODITY**

<b>HCC Proposal No.: RFP-C 20-02</b>	<b>Title: Automated External Defibrillator (AED) <u>ZOLL Brand Only</u></b>
<b>Due Date: October 29, 2019 by 2:00pm (local time)</b>	
<b>Issued By:</b> Houston Community College Procurement Operations Department 3100 Main Street, 11 <sup>th</sup> Floor Houston, Texas 77002	<b>Submit Inquiries To:</b> Art Lopez, Sr. Buyer (713) 718-7463 <a href="mailto:Arturo.lopez@hccs.edu">Arturo.lopez@hccs.edu</a>

**HCC is an equal opportunity/educational institution, which does not discriminate on the basis of race, color, religion, national origin, gender, age, disability, sexual orientation or veteran status.**

**In determining award, selection will be based on evaluation criteria stated in the Texas Education Code 44.031 (b).**

**1. Instruction**

- 1.1 Complete, sign and return Attachment No. 1, Request for Proposal Form, Attachment No. 2 Proposer Certifications, Attachment No. 3 Conflict of Interest Questionnaire (Form CIQ) and Attachment No. 4 Financial Interests and Potential Conflicts of Interests.
- 1.2 Your proposal and the prices quoted therein must remain firm for acceptance for a period of ninety (90) days.
- 1.3 All items shall be quoted F.O.B. Destination, Full Freight Allowed.
- 1.4 Sealed Proposals shall be delivered to the address noted above by the referenced due date.
- 1.5 HCC's General Terms and Conditions of Purchase Order dated February 9, 2018, shall govern any purchase order/contract that may result from this request. A copy is available and posted on the HCC website at [HCC General Terms and Conditions](#).
- 1.6 Specifications
  - (a) Any catalog, brand name or manufacturers' reference used in this request is descriptive only (not restrictive) and is to indicate type and quality desired. Proposals of like nature and quality will be considered unless advertised as a Brand Name Only Specification.
  - (b) If proposing other than the brand names or manufacturers referenced product literature and technical data sheets must accompany your proposal response.
- 1.7 If you wish not to propose, please sign and return the attached Request for Proposal form and include the words "No-Proposal," please provide a brief explanation why you chose not to propose.
- 1.8 Please include a copy of your company's W-9.
- 1.9 Please submit the following attachments, including supplemental documents, with your response at the due date stated above:
  - Attachment No. 1, Request for Proposal Form;
  - Attachment No. 2 Proposer Certifications;
  - Attachment No. 3 Conflict of Interest Questionnaire (Form CIQ); and
  - Attachment No. 4 Financial Interests and Potential Conflicts of Interests.

**2. Vendor Selection**

Except as provided by the Texas Education Code, Subchapter B, in determining to whom to award a contract, the District shall consider:

1. The purchase price;
2. The reputation of the vendor and of the vendor's good or services;
3. The quality of the vendor's goods or services;

4. The extent to which the goods or services meet with the College's needs;
5. The vendor's past relationship with the College;
6. The impact on the ability of the College to comply with laws and rules relating to historically underutilized businesses;
7. The total long-term cost to the College to acquire the vendor's goods or services;
8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
  - a. Has its principal place of business in this state; or
  - b. Employs at least 500 persons in this state; and
9. Any other relevant factor specifically listed in the request for bids or proposals.

This section does not apply to a contract for professional services rendered, including services of an architect, attorney, certified public accountant, engineer, or fiscal agent. The District may, at its option, contract for professional services rendered by a financial consultant or a technology consultant in the manner provided by Section 2254.003, *Government Code*, in lieu of the methods.

### **3. General Information**

- 3.1 A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other proposers.
- 3.2 A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section 3.9 - Prohibited Communications and Political Contributions.
- 3.3 Award Approval – this Procurement, any award under this procurement, and the resulting purchase order/contract, if any, is subject to approval by HCC Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCC contractually is the Chancellor or designee. This solicitation is a formal Request for Proposal and neither this solicitation nor the response or proposal from any prospective proposer shall create a contractual relationship that would bind HCC until such time as HCC has issued a legally binding purchase order/contract, which includes, without limitation, the terms required by HCC as set forth in this Request for Proposal.
- 3.4 HCC Contact – any questions or concerns regarding this Request for Proposal shall be directed to the Procurement Officer listed on the cover page. HCC specifically requests that proposers restrict all contact and questions regarding this Request for Proposal to the Procurement Officer. The Procurement Officer must receive all questions or

concerns no later than the date and time listed in the Solicitation Schedule.

- 3.5 Inquiries and Interpretations – responses to inquiries, which directly affect an interpretation or change to this Request for Proposal, will be issued in writing by addendum (amendment) and all addenda will be posted on the [HCC Procurement Website](#). All such addenda issued by HCC prior to the time that proposals are received shall be considered part of the Request for Proposal, and the proposer shall be required to consider and acknowledge receipt of such in their proposal.

Only those HCC replies to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarification will be without legal effect. Proposer must acknowledge receipt of all addenda in Attachment No. 1 Request for Proposal Form.

- 3.6 Contract Award – award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors considered. A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in this solicitation. HCC may award a contract, based on initial proposal received, without discussion of such proposers. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC. Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the proposal documents submitted and consider for award.

3.7 Postponement of Proposals Due Date/Time – notwithstanding the date/time for receipt of proposal established in this solicitation, the date and time established herein for receiving proposals may be postponed solely at HCCs discretion.

3.8 Internship Program – HCC is expanding its student internship program. All proposers are encouraged to make a commitment to utilize certain HCC student(s) in an internship capacity with the company under any resulting contract for the items required under this solicitation. At the sole discretion of the vendor, the internship opportunity may be paid or unpaid and shall be intended to serve as a relevant and meaningful educational enrichment opportunity for the HCC students involved. HCC will provide the selected proposer with the name of student(s) eligible to participate in the internship program.

For additional information regarding the internship program, please contact Mr. James Mable, Director of Career and Job Placement Services at 713-718-6485.

3.9 Prohibited Communications and Political Contributions – except as provided in exceptions below, political contributions and the following communications regarding this solicitation or any other invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

[1] Between a potential vendor, subcontractor to vendor, service provider, respondent, Offeror, lobbyist or consultant and any Trustee;

[2] Between any Trustee and any member of a selection or evaluation committee; and

[3] Between any Trustee and administrator or employee.

The communications prohibition shall be imposed from the day the solicitation is first advertised through thirty (30) days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded. During this period, no HCC Trustee and no vendor shall communicate in any way concerning any pending Solicitation involving the Vendor, subject to the penalties stated herein.

In the event the Board refers the recommendation back to the staff for reconsideration, the communication prohibition shall be re-imposed.

The communications prohibition shall not apply to the following:

[1] Duly noted pre-bid or pre-proposal conferences.

[2] Communications with the HCC General Counsel.

[3] Emergency contracts.

[4] Presentations made to the Board during any duly-noticed public meeting.

[5] Unless otherwise prohibited in the solicitation documents, any written communications between any parties, provided that the originator shall immediately file a copy of any written communication with the Board Services Office. The Board Services Office shall make copies available to any person upon request.

[6] Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly-noticed public meeting, in accordance with applicable Board policies, regarding action on the contract.

Any potential vendor, subcontractor vendor, service provider, proposer, offeror, lobbyist or consultant who engages or attempts to engage in prohibited communications shall not be eligible for the award of any resulting contract under this solicitation. Any other direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive proposers, or to disregard ethical and legal trade practices will disqualify proposers, vendors, service providers, lobbyist, consultants, and contractors from both this current and any future consideration for participation in HCC orders and contracts.

3.10 Drug Policy – HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, possession or use of illegal drugs (except legally prescribed medications under physician's prescription and in the original container) or alcohol by proposers or contractors while on HCC's premises is strictly prohibited.

3.11 Taxes – HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. No proposal shall include any costs for taxes to be assessed against HCC. The proposer shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for proposer employees. The purchase order/contract shall hold HCC harmless for all claims arising from payment of such taxes and fees.

3.12 Texas Public Information Act – HCC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-

proprietary nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) (“The Act”) after a contract if any, is awarded. If the proposer considers any information submitted in response to this Request for Proposal to be confidential under law or constitute trade secrets or other protected information, the proposer must identify such materials in the proposal response. Notwithstanding the foregoing, the identification of such materials would not be construed or require HCC to act in contravention of its obligation to comply with the Act and the proposer releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

3.13 Appropriated Funds – the purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. HCC shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the HCC Board of Trustees for the next fiscal year that would permit continuation of the resulting purchase order/contract. If funds are withdrawn or do not become available, HCC reserves the right to terminate the resulting purchase order/contract by giving the selected contractor a thirty (30) day written notice of its intention terminate without penalty or any further obligations on the part of HCC or the contractor. Upon termination of the purchase order/contract HCC shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur. HCCs fiscal year begins on September 1 and ends on August 31.

3.14 Conflict of Interest – if a firm, bidder, proposer, contractor, or other person responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official, or employee of HCC would have in any contract resulting from this solicitation, the firm must disclose this information to HCC. Persons submitting a proposal or response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code, including, without limitation, Chapter 171 and 176 of the Local Government Code. The person /proposer submitting a response to this solicitation must complete (as applicable), sign and submit Attachment No. 3, Conflict of Interest Questionnaire Form, and Attachment No. 4, Financial Interest and Potential Conflict of Interests with the proposal package. HCC

expects the selected proposer to comply with Chapter 176 of the Local Government Code and that failure to comply will be grounds for termination of the contract.

Note: Attachment No. 3 and Attachment No. 4 shall be completed signed and returned to HCC. Enter N/A in those areas on the Attachments that are not applicable to your company. Failure to complete, sign and notarize (if applicable) these Attachments may render your proposal non-responsive.

3.15 Ethics Conduct – any direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive proposers, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in HCC orders and contracts.

3.16 No Third Party Rights – the resulting purchase order/contract is made for the sole benefit of HCC and the Contractor and their respective successors and permitted assigns. Nothing in this Purchase Order/Contract shall create or be deemed to create a relationship between the Parties to this Purchase Order/Contract and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

3.17 Withdrawal or Modification – no proposal may be changed, amended, modified by telegram or otherwise, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by HCC, which shall be based on proposer’s submittal, in writing, of a reason acceptable to HCC.

3.18 Submission Waiver – by submitting a response to this Solicitation, the Offeror or respondent agrees to waive any claim it has or may have against Houston Community College System and its trustees, employees or agents arising out of or in connection with (1) the Administration, evaluation or recommendation of any offer or response; (2) any requirements under the solicitation, the solicitation or response package or related documents; (3) the rejection of any offer or any response or any part of any offer or response; and/or (4) the award of a contract, if any.

3.19 Indemnification – proposer shall indemnify, pay for the defense of, and hold harmless the College and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of proposer’s negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. Proposer shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Contractor or any employee and shall further indemnify, pay for the defense of, and hold harmless the College of and from any such payment or liability arising out of or in any manner connected with Contractor’s performance under this Agreement.

3.20 Delegation – unless delegated, HCC Board of Trustees must approve all contracts valued at over \$100,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$100,000. The procurement of goods and services, including professional services and construction services shall be completed as per any applicable HCC policy and procedure and shall be in accordance with Section 44.031 of the Texas Education Code for the purchase of goods and services, Section 2254 of the Texas Government Code for the purchase of Professional and Consulting Services, and Section 2269 of the Texas Government Code for the purchase of construction services. The Board delegates its authority to the administration and the designated evaluation committee to evaluate score and rank the proposals. This includes the evaluation of all propoals, proposals, or statements of qualification under procurement, regardless of contract amount, including the final ranking and selection which shall be made on the evaluation and scoring as per the published selection criteria and the final evaluation ranking. The Board of Trustees shall approve the final award of contracts to the firm based on the published selection criteria and as evidenced in the final evaluation, scoring and ranking.

3.21 Invoice – to facilitate payment, invoices for goods or services delivered in accordance with the resulting purchase order/contract shall be emailed to the Accounts Payable Department with copy to the Small Business Development Program. Pursuant to Texas Law, payment terms shall be net thirty (30) days.

All invoices shall include certified documentation noting any small business participation activity including but not limited to: small business firm’s name, certification number, certification expiration date, description of work performed for the corresponding period noted on the invoice and amount being paid to the certified small business. Such documentation shall be certified by the small business and be used to monitor the ongoing small business commitment in accordance with the original proposed commitment and governing contract.

3.22 Cooperative Purchasing Agreement - as permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this solicitation does not specifically list additional entities, each entity wishing to participate must have prior authorization from Houston Community College and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods or services. Houston Community College shall not be held responsible for any orders placed, deliveries made or payment for goods or services ordered by the entities. Proposer is to state their willingness to allow other governmental entities to participate in this contract, if awarded.

3.23 W9 Form - Proposer shall include a W9 Form with their proposal submission.

**4. Obligations and Waivers**

**THIS REQUEST IS A SOLICITATION FOR FORMAL REQUEST FOR PROPOSAL AND IS NOT A CONTRACT OR AN OFFER TO CONTRACT.**

**THIS REQUEST DOES NOT OBLIGATE HCC TO AWARD A CONTRACT OR PAY ANY COST INCURRED BY THE INDIVIDUAL OR COMPANY IN THE PREPARATION AND SUBMITTAL OF A PROPOSAL.**

**HCC, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL AND/OR REJECT ANY AND ALL PROPOSALS OR A PART OF A PROPOSAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS REQUEST.**

**HCC RESERVES THE RIGHT TO REJECT ANY NON-REPONSIVE OR CONDITIONAL PROPOSAL. HCC RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES,**

**IRREGULARITIES, AND/OR TECHNICALITIES IN THIS REQUEST, AND/OR ANY PROPOSALS RECEIVED OR SUBMITTED.**

**BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST HOUSTON COMMUNITY COLLEGE SYSTEM, AND ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THIS**

**REQUEST OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A PURCHASE ORDER/CONTRACT, IF ANY.**

**HCC RESERVES THE RIGHT TO WITHDRAW THIS REQUEST AT ANY TIME FOR ANY REASON; REMOVE ANY SCOPE COMPONENT FOR ANY REASON; AND TO ISSUE SUCH CLARIFICATIONS, MODIFICATIONS AND/OR AMENDMENTS AS DEEMED APPROPRIATE.**

**ATTACHMENT NO. 1  
REQUEST FOR PROPOSAL FORM  
RFP-C 20-02 AUTOMATED EXTERNAL DIFIBRILLATOR (ZOLL BRAND ONLY)**

Date:		HCC Proposal No.: 20-02	
Submitted by:		Title:	
Company:		Email:	
Phone:			
Signature:			

**1. General Overview**

Houston Community College (“HCC”) through this Request for Proposal (“RFP”) is seeking proposals for “*Automated External Defibrillators (ZOLL Brand Only)*”. Delivery will be in accordance with the terms, conditions and requirements set forth in this Request for Proposal. The successful proposer will provide the specified requirements in accordance with all applicable federal, state and local laws, standards and regulations necessary to perform the scope of services. The College has standardized on ZOLL Brand Defibrillators.

**1.1 Term of Agreement**

It is anticipated that the contract term for contract(s) awarded resulting from this request for proposal, if any, will be for one (1) year with option to renew for three (3) one-year terms. Further, HCC reserves the right to extend the contract term on a month to month basis, not to exceed three (3) months upon the expirations of the initial term and any successive renewal term. HCC reserves the right to award separate contracts to multiple bidders.

Houston Community College (HCC) reserves the right to accept or reject, in whole or in part, any or all proposals received and to make award based on individual items or combination of items. Although HCC may award one contract as a result of this Request for Proposal, HCC reserves the right to award by line or in the aggregate and/or multiple awards, whichever is in the best interest of the College as a result of this solicitation.

The proposer certifies that he/she has read, understands, and agrees to be bound by the requirements and terms and conditions and any and all amendments issued by HCC and made a part of this solicitation as set forth or referenced in this solicitation. The undersigned understands and agrees that any award resulting from this offer will be made in the form of an HCC Purchase Order and will have the following order of precedence: 1) HCC Terms and Conditions of Purchase Order, 2) HCC referenced solicitation including all amendments issued by HCC, 3) the Request for Proposal response as accepted and awarded by HCC. The undersigned further certifies that he/she is legally authorized to make the statements and representations in its response to this solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned understands and agrees that when evaluating proposals and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the proposal response. Accordingly, HCC has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if HCC determines that any statements or representations made were not true and accurate.

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## 2. Solicitation Schedule

The following is the anticipated solicitation schedule including a brief description for milestone dates:

Solicitation Milestone	Date & Time
Request for Proposal released and posted to HCC's & ESBD's websites	Thursday, September 26, 2019
Pre-Proposal Meeting (Non-Mandatory) will be held by the Procurement Operations Department at 3100 Main Street (2nd Floor, Seminar Room "___") Houston, Texas 77002	N/A.
Deadline to receive written question/inquiries	Tuesday, October 8, 2019 by 2:00pm (local time)
Responses to written questions/inquiries (estimated)	Friday, October 11, 2019
Proposal Submittal Due Date and Time	Tuesday, October 29, 2019 by 2:00 pm (local time)
Anticipated Board Recommendation and Approval	December, 2019

NOTE: Houston Community College reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the Request for Proposal and posted on Procurement Operations web site for your convenience.

## 3. Scope of Services

The successful proposer (Contractor) shall be required to furnish all resources, services, labor, material, equipment, and supplies necessary and required to supply, and deliver (F.O.B Destination, Prepaid and Allowed) automatic external defibrillators, ZOLL AED Plus Defibrillator, as described below, in accordance with the general terms and conditions and requirements set forth in this Solicitation.

*Note: The AED's electrode design shall include a sacrificial element that prevents significant corrosion for five years.*

### 3.1 Shock Delivered Automatically

The AED shall be required detect a shockable heart rhythm and deliver the shock on its own. Once the heart analysis begins the AED shall prompt, "DON'T TOUCH PATIENT," memo, if a shock is needed. The AED shall be required to deliver shock treatments automatically after a brief verbal countdown.

### 3.2 Measuring Chest Compression with Real CPR Help

The AED shall include a hand-placement locator, an accelerometer, electronics, and a processing algorithm that work together to measure vertical displacement in space as each compression occurs.

### 3.3 AED Requirements

- 3.3.1 CPR feedback: AED unit shall talk/walk a user through administering CPR
- 3.3.2 Wall-mount cabinets for each unit
- 3.3.3 Nonproprietary batteries needed. Battery replacement replaced once in 10 yrs.
- 3.3.4 Medical physician's prescription endorsement

### 3.4 ZOLL AED Plus Defibrillator

The AED Plus® shall provide Real CPR Help®, real-time CPR feedback to help rescuers save a life. The AED shall provide sudden cardiac arrest victims shock and high-quality CPR. The AED shall guide every step of the way, telling and showing whether the need to "Push Harder" or whether continue with the current compressions.

#### 3.4.1 Specifications:

- 3.4.1.1 Protocol: Automatic
- 3.4.1.2 Waveform: Rectilinear Biphasic
- 3.4.1.3 Energy Selection: Automatic preprogrammed selection (120J, 150J, 200J)
- 3.4.1.4 Patient Safety: All patient connections are electrically isolated



- 3.4.1.5 Charge Time: Less than 10 seconds with new batteries
- 3.4.1.6 Electrodes: ZOLL CPR-D-padz, pedi-padz® II, or stat-padz® II
- 3.4.1.7 Self-Test: Configurable automatic self-test from 1 to 7 days. Default = every 7 days. Monthly full-energy test (200J).
- 3.4.1.8 Automatic Self-Test Checks: Battery capacity, electrode connection, electrocardiogram and charge/discharge circuits, microprocessor hardware and software, CPR circuitry and CPR-D sensor, and audio circuitry
- 3.4.1.9 CPR: Metronome Rate: Variable 60 to 100 CPM
- 3.4.1.10 Depth: 0.75 in. to 3.5 in.; 1.9 to 8.9 cm
- 3.4.1.11 Defibrillation Advisory: Evaluates electrode connection and patient ECG to determine if defibrillation is required
- 3.4.1.12 Shockable Rhythms: Ventricular fibrillation with average amplitude >100 microvolts and wide complex ventricular tachycardia with rates greater than 150 BPM for adults, 200 BPM for pediatrics. For ECG analysis algorithm sensitivity and specificity, refer to AED Plus Administrator's Guide.
- 3.4.1.13 Patient Impedance Measurement Range: 0 to 300 ohms
- 3.4.1.14 ECG Circuitry: Defibrillator
- 3.4.1.15 Defibrillator: Protected ECG circuitry
- 3.4.1.16 Display Format: Optional LCD with moving bar
- 3.4.1.17 Size: 2.6 in. x 1.3 in.; 6.6 cm x 3.3 cm
- 3.4.1.18 Optional ECG Viewing Window: 2.6 seconds
- 3.4.1.19 Optional ECG Display Sweep Speed: 25 mm/sec; 1 in./sec
- 3.4.1.20 Battery Capacity: Typical new (20°C) = 5 years (225 shocks) or 13 hours continuous monitoring. End of life designated by red X (typical remaining shocks = 9)
- 3.4.1.21 Data Recording and Storage: 50 minutes of ECG and CPR data. If audio recording option is installed and enabled, 20 minutes of audio recording, ECG, and CPR data. If audio recording option is installed and disabled, 7 hours of ECG and CPR data.
- 3.4.1.22 PC Minimum Requirements For Configuration and Patient Data Recovery: Windows® 98, Windows® 2000, Windows® NT, Windows® XP, Windows® 7, IBM-compatible PII with 16550 UART (or higher) computer. 64MB RAM. VGA monitor or better. CD-ROM drive. IrDA port. 2MB disk space.

*Note: The Contractor shall be required to inform HCC, of all model changes and upgrades as they occur, of the requested ZOLL AED Plus Defibrillator.*

#### 3.4.2 Device

- 3.4.2.1 Size: (H x W x D) 5.25 in. x 9.50 in. x 11.50 in.; 13.3 cm x 24.1 cm x 29.2 cm
- 3.4.2.2 Weight: 6.7 lbs.; 3.1 kg
- 3.4.2.3 Power: User-replaceable batteries. 10 Type 123A Photo Flash lithium manganese dioxide batteries
- 3.4.2.4 Device Classification: Class II and internally powered per EN60601-1
- 3.4.2.5 Design Standards: Meets applicable requirements of UL 2601, AAMI DF-39, IEC 601-2-4, EN60601-1, IEC60601-1-2

#### 3.4.3 Environmental

- 3.4.3.1 Operating Temperature: 32° to 122°F; 0° to 50°C
- 3.4.3.2 Storage Temperature: -22° to 140°F; -30° to 60°C
- 3.4.3.3 Humidity: 10 to 95% relative humidity, non-condensing
- 3.4.3.4 Vibration: MIL Std. 810F, Min. Helicopter Test
- 3.4.3.5 Shock: IEC 68-2-27; 100G
- 3.4.3.6 Altitude: -300 to 15,000 ft.; -91 m to 4573 m
- 3.4.3.7 Particle and Water Ingress: IP-55

#### 3.4.4 CPR-D-Padz

- 3.4.4.1 Shelf Life: 5 years
- 3.4.4.2 Conductive Gel: Polymer hydrogel
- 3.4.4.3 Conductive Element: Tin
- 3.4.4.4 Packaging: Multilayer foil laminate pouch
- 3.4.4.5 Impedance Class: Low
- 3.4.4.6 Cable Length: 48 in (1.2 m)
- 3.4.4.7 Sternum: Length: 6.1 in (15.5 cm); Width: 5.0 in (12.7 cm); Length, conductive gel: 3.5 in (8.9 cm); Width, conductive gel: 3.5 in (8.9 cm); Area, conductive gel: 12.3 sq in (79.0 sq. cm)
- 3.4.4.8 Apex: Length: 6.1 in (15.5 cm); Width: 5.6 in (14.1 cm); Length, conductive gel: 3.5 in (8.9 cm); Width, conductive gel: 3.5 in (8.9 cm); Area, conductive gel: 12.3 sq in (79.0 sq. cm)
- 3.4.4.9 Complete Assembly: Folded Length: 7.6 in (19.4 cm); Folded width: 7.0 in (17.8 cm); Folded height: 1.5 in (3.8 cm)
- 3.4.4.10 Design Standards: Meets applicable requirements of ANSI/ AAMI/ISO DF-39-1993

### 3.4.5 ZOLL Plus Trac AED Program Management Monitoring Plan

The Plus Trac shall provide a total-solution AED program management monitoring plan. The monitoring system shall provide an innovative solution that is comprehensive yet simple, tracing all of the vital components of the AED program. Through the interactive reporting features and escalating notification system, Plus Trac shall provide real-time status of all your AEDs. The Plus Trac shall provide an interactive, web-based system that ensures the ongoing compliance of the AED program. It can be accessed via an internet connection and a web browser.

### 3.4.6 Monitoring Requirements:

- 3.4.6.1 Make changes to your AED program, such as removing or adding an AED.
- 3.4.6.2 Record maintenance checks of AED units.
- 3.4.6.3 Run compliance reports that help manage your AED program and personnel.
- 3.4.6.4 Track consumable items such as batteries and electrodes, as well as the certification expiration dates of volunteer responders.

### 3.4.7 Monitoring Services and Specifications

- 3.4.7.1 AED must measure CPR depth of compressions done by rescuers and then support CPR with voice prompt for pushing harder when compressions are less than 2 inches deep and a voice prompt saying good compressions when appropriate depth has been attained (>2 inches– American Heart Association Guidelines).
- 3.4.7.2 AED must have a real-time indicator shown on the display screen measuring the depth of each compression.
- 3.4.7.3 AED must measure rate of compressions done by rescuers and then support with an audible metronome to assist in correct rate of compression (>100 per minute – American Heart Association Guidelines).
- 3.4.7.4 AED must provide fully automatic shock requiring no user interaction to deliver shock once a shockable heart rhythm has been detected.
- 3.4.7.5 AED must provide a hands free airway support mechanism that supports the victim’s airway from between the shoulder blades to aid rescue breathing.
- 3.4.7.6 Electrode pads must have a shelf-life of five years.
- 3.4.7.7 Electrode pads must contain a protective backing that can be removed only after gaining skin contact with victim’s chest.
- 3.4.7.8 Electrode pads must be packaged with a rescue accessory pack that provides gloves for rescuer’s hands, scissors for removing clothing, razor for removing chest hair, paper towel for removing moisture from the chest, and a face-mask for rescue breathing during CPR.
- 3.4.7.9 AED must require and support electrode pads that are pre-connected.
- 3.4.7.10 AED must be capable of remaining in stand-by mode for five years without replacing pads or batteries.
- 3.4.7.11 Battery pack or batteries must last at least five years in stand-by mode and must be nonproprietary.
- 3.4.7.12 AED must be powered by 123A Lithium batteries available at retail outlets.

- 3.4.7.13 AED must provide voice prompts, graphic icons that portray steps in the complete rescue, and an LCD display capable of displaying number of shocks delivered, time since unit was turned on, and dynamic text that parallels voice prompts.
- 3.4.7.14 Waveform for shock delivered by AED must be Biphasic.
- 3.4.7.15 AED must issue an audible alarm when fault conditions (low batteries, pads not pre-connected, faulty software, or failing hardware) occur.
- 3.4.7.16 AED must be capable of performing a user-initiated self-test that fully charges internal capacitor to maximum joule rating.
- 3.4.7.17 AED must record ECG and chest compressions in a data file that can be downloaded to a PC or PDA via an infra-red (IrDA) port.
- 3.4.7.18 Inspection of AED and pads must be possible without opening wall cabinet containing the AED or the AED itself.
- 3.4.7.19 AED must have an Ingress Protection (IP) rating of IP55.
- 3.4.7.20 AED must be managed by an AED Program using a web-based application accessible utilizing any internet browser.
- 3.4.7.21 AED Program must be able to manage the required periodic maintenance checks.
- 3.4.7.22 AED Program must not require the AED Site Coordinator to “click” (interact) more than 4 times to “complete” the periodic maintenance check.
- 3.4.7.23 AED Program must provide both a quick check as well as an optional full AED maintenance check.
- 3.4.7.24 AED Program must require the AED Site Coordinator to log into the system by specific designated time each month per applicable law and verify the required maintenance check has been completed.
- 3.4.7.25 AED Program must allow for global Search capabilities to locate any information retained in the system.
- 3.4.7.26 The AED Program must send an electronic notification prior to the required maintenance check as a reminder to the AED Site.
- 3.4.7.27 Coordinator that the required periodic check is coming due.
- 3.4.7.28 AED Program must provide an Online Resource Library or knowledge base of frequently asked questions and answers.
- 3.4.7.29 AED Program must provide online Tutorial Videos on how to perform actions associated with the program.
- 3.4.7.30 AED Program must contain an Online File Cabinet for the retention of electronic files available for upload and download.
- 3.4.7.31 AED Program must contain an internal messaging system with an Inbox for Reminders, Notifications & Alerts.
- 3.4.7.32 AED Program must be compatible and accessible through a Mobile Application.
- 3.4.7.33 The AED Program should notify electronically all other tiers of the failure of an AED Site Coordinator to complete the required periodic maintenance check.
- 3.4.7.34 AED Program must allow for an unlimited number of users and offer Multiple User Association.
- 3.4.7.35 AED Program must allow locations to be Grouped and Sub-Grouping per site.
- 3.4.7.36 AED Program must display locations in both list and Map format displaying site information.
- 3.4.7.37 AED Program must categorize users based on roles with various permission levels.
- 3.4.7.38 AED Program must have a tier level architecture that will include user name and passwords to a minimum of AED Site coordinators, regional/divisional sets, and Corporate Program Administrators.
- 3.4.7.39 AED Program must allow the user to manage their company, user and site profiles
- 3.4.7.40 AED Program must provide an Interactive Reporting Console that allows the user to view the compliance of their program by reviewing the color of these dynamic buttons.
- 3.4.7.41 AED Program should provide an Interactive compliance dashboard that enables the Corporate Program manager, Regional Divisional set manager, and AED Site Coordinator to simply view a status console that will inform them of the status of their respective AED units. This should not require any other action by the user, but to simply look at this dashboard.

- 3.4.7.42 AED Program must provide the ability to upload photos of the device, site, location and responders.
- 3.4.7.43 AED Program must track and manage all inventory related to an AED including backup supplies and responder kits.
- 3.4.7.44 AED Program must manage and track the compliance of the AED unit by serial number.
- 3.4.7.45 AED Program must manage and track the readiness of the AED by its serial number and specific placement of the AED within a facility or vehicle.
- 3.4.7.46 AED Program must allow and provide access for Third Party access and Inspections.
- 3.4.7.47 AED Program must manage and track the compliance and readiness of the AEDs electrode pads lot number and expiration dates.
- 3.4.7.48 Electronic notifications should be sent in a minimal period of 90, 60, and 30 days from the expiration of all electrode pads, batteries and trained responders.
- 3.4.7.49 AED Program must continually monitor and display the number of days since last check was performed.
- 3.4.7.50 Electronic notification should be sent upon the recognition of 30 days remaining to replace consumables and/or schedule certification course for trained responders to the Corporate Program manager and all regional / divisional set managers in addition to the AED Site Coordinator in order to ensure accountability.
- 3.4.7.51 The AED Program should track and manage all information relative to the AED Site Coordinator, Regional / divisional coordinator, and Corporate Program Manager.
- 3.4.7.52 AED Program must provide an online interactive Calendar for user created custom notifications and scheduling of reminders.
- 3.4.7.53 AED Program must allow for the upload and management of training class rosters.
- 3.4.7.54 AED Program must provide an option to schedule training classes online.
- 3.4.7.55 AED Program must provide for user to Import and Export data from/to all fields.
- 3.4.7.56 The AED Program, upon notification that a trained responder is in need of re-certification should be able to automatically schedule a course.
- 3.4.7.57 The AED Program should manage and track all pertinent information of a trained responder.
- 3.4.7.58 Track and manage by credentialed nationally accredited affiliation. IE: American Heart Association or American Red Cross.
- 3.4.7.59 Track and manage by course certification – specific course name provided by a specific affiliation. IE: AED/CPR certification provided by the American Heart Association should read as certified in the Heartsaver AED program. +
- 3.4.7.60 Track and manage by the specific expiration date – and send electronic alerts 90,60, and 30 days.
- 3.4.7.61 The AED Program should allow for management customization. This should include, but not limited to the following capabilities:
  - a) Add tracking and management parameters for other types of training.
  - b) 62. IE: OSHA certifications.
  - c) Add tracking and management electronic notifications for other types of training that will serve as reminders for their recertification.
  - d) AED Program must provide access to an online legal library to view and download a summary and the actual codes pertaining to AED.
  - e) AED Program must provide user created ad hoc reports with scheduled delivery
  - f) Search capabilities 24 / 7 post event support.
  - g) Overseeing medical director should be available within 24-48 hours of any use to provide a professional medical debriefing.
  - h) AED Program must automatically deactivate used consumables upon notification
  - i) Professional counseling must be made available upon request for counseling traumatized personnel.

- j) The designated account representative will be responsible for contacting each AED Site Coordinator at each facility who has failed to maintain their AED unit within 3 days of the required periodic inspection.
- k) The designated account manager will be responsible for contacting each AED Site Coordinator at each facility who has failed to replace: All consumables or schedule a recertification class within 30 days of its expiration.

3.4.8 Security Features:

- 3.4.8.1 Server must be stored in secure SSAE SOCII compliant facility.
- 3.4.8.2 Server must be protected by a Cisco ASA 5510 Firewall to prevent unauthorized access
- 3.4.8.3 Password Requirements for access to software.
- 3.4.8.4 Must have a full database backup performed daily.
- 3.4.8.5 Hardware must have a minimum of 32GB of RAM.

3.4.9 Plus Trac Monitoring AED and CPR Training (or equivalent).

Provide programs customized, with each responder learning to use the appropriate automated external defibrillator, along with the policies governing the AED program for their facility. All required training documentation is seamlessly integrated through PlusTrac (or equivalent).

3.5 AED Delivery, Tracking Coordination and Training

The AED's shall include delivery, documented tracking coordination, testing, and training required for the user's staff to become proficient with the operation and maintenance of the installed system.

Training should include no less than: 1) routine system maintenance; 2) daily setup, operation and control of the delivered system; and 3) training on the use and monitoring application management plan. Instructor training shall be completed by an individual with several years' experience.

3.6 Operational Manuals

Unless otherwise specified, the Contractor shall provide operational manuals for the new AED system and monitoring management plan.

3.7 Quality - NEW

All items must be new.

3.8 Document Submission

It is required that the bidder/proposer submit product literature with the proposal. Literature must include details so that a comparison of the standard quality can be made.

Proposer must include detailed product description, specification cut sheets, warranty and maintenance and table comparing features for any equivalent equipment proposed in response to this solicitation.

3.9 Shipping / Risk of Loss

F.O.B. Destination- Destination is the shipping dock of Houston Community College the designated receiving site, or other location, as specified on the Purchase Order.

3.10 First Year Warranty and Maintenance Service

A full one-year warranty should be provided after delivery and installation of the system. The first year warranty should include all parts and labor, including all necessary on-site labor and all travel expenses for technicians. Routine preventive maintenance visits should also be provided. If repairs are required due to substandard workmanship or defects, the Contractor will make the necessary corrections at its expense at no additional cost to HCC.

The Contractor warrants all items acquired shall conform to all contractors' representations, the requirements of this contract, and all published documentation.

- 3.11 The Contractor shall be required to provide the following Warranty details:
- i. Describe the warranty period including a detailed description of what is covered and what may be excluded from coverage.
  - ii. Provide detailed description of what is covered and what may be excluded from coverage under the optional maintenance.
  - iii. Identify what type and kind of field support you will provide under this solicitation; if any.

3.12 Maintenance and Repairs

The ZOLL AED, shall provide a 5yr management program software, which is required to provide a visual check. The system will check itself. The system application will be color coded green for normal operation. If the system shows red, the operator can push the service button within the application, which provides a message directly to ZOLL for maintenance and repair. Additionally, this allows employees to remain involved and knowing where the unit is located.

**4.0 Added Value**

HCC is interested in maximizing the value of expenditures as it relates to achieving additional value that would further benefit HCC and its operation, as well as its community of citizens and their tax based funding. As such, bidders are encouraged to consider, develop and propose added value concepts, programs, components and the like that would further enhance the proposed acquisition represented in this solicitation request.

**5.0 Additions and Deletions**

HCC, by written notice to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the College. The Contractor will be requested to provide a monthly fee equal to their normal and customary charges or rates for the equipment, locations and/or services requested.

**6.0 Estimated Quantities Not Guaranteed**

The estimated quantities specified herein are not a guarantee of actual quantities, as HCC does not guarantee any particular quantity of during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, HCC shall not be liable for any contractual agreements/obligations the Contractor enters into based on all the quantities specified herein.

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**7.0 Pricing:**

The Proposer shall furnish necessary resources and services required to complete the project, in accordance with the scope of work and project specifications hereby incorporated and made a part of this Request for Proposals and the contract documents, for the prices listed below. Provide a Total Proposed Price reflecting all project costs to successfully complete the project. Work requirements will be specified in individual purchase orders issued by Houston Community College.

Please complete the price table and provide detailed responses to all items being responded to.

**Year One: The College estimated spend for fiscal year is approximately \$100,000 dollars.**

Line	Description	QTY	UOM	Unit Price
1	ZOLL AED Plus Defibrillator (including delivery cost)	1	EACH	\$
2	ZOLL Plus Trac AED Program Management Monitoring Plan	1	EACH	\$
3	AED Trade-In Program (Credit) Existing AED's	1	EACH	\$
4	<Applicable Educational Discount>	1	EACH	\$
<b>Year One</b>			<b>Total:</b>	\$

**1<sup>st</sup> Option Year: The College estimated spend for fiscal year is approximately \$100,000 dollars.**

Line	Description	QTY	UOM	Unit Price
1	ZOLL AED Plus Defibrillator (including delivery cost)	1	EACH	\$
2	ZOLL Plus Trac AED Program Management Monitoring Plan	1	EACH	\$
3	AED Trade-In Program (Credit) Existing AED's	1	EACH	\$
4	<Applicable Educational Discount>	1	EACH	\$
<b>Option Year 1</b>			<b>Total:</b>	\$

**2<sup>nd</sup> Option Year: The College estimated spend for fiscal year is approximately \$100,000 dollars.**

Line	Description	QTY	UOM	Unit Price
1	ZOLL AED Plus Defibrillator (including delivery cost)	1	EACH	\$
2	ZOLL Plus Trac AED Program Management Monitoring Plan	1	EACH	\$
3	AED Trade-In Program (Credit) Existing AED's	1	EACH	\$
4	<Applicable Educational Discount>	1	EACH	\$
<b>Option Year 2</b>			<b>Total:</b>	\$

**3<sup>rd</sup> Option Year: The College estimated spend for fiscal year is approximately \$100,000 dollars.**

Line	Description	QTY	UOM	Unit Price
1	ZOLL AED Plus Defibrillator (including delivery cost)	1	EACH	\$
2	ZOLL Plus Trac AED Program Management Monitoring Plan	1	EACH	\$
3	AED Trade-In Program (Credit) Existing AED's	1	EACH	\$
4	<Applicable Educational Discount>	1	EACH	\$
<b>Option Year 3</b>			<b>Total:</b>	\$

**Delivery Lead-Time to Receive Order ARO (Calendar Days)** \_\_\_\_\_

**Contractor Will Accept P-Card Purchases: (at no additional fee) Yes \_\_\_ / No \_\_\_**

**Additional Goods and Services:**

*The Contractor shall include standard rate sheets for related and replacement items and services offered that are not specifically included in the scope or listed herein.*

**Cooperative Contract**

Provide the following information for any cooperative contract your proposal is being submitted under:

Cooperative Contract Name:	
Cooperative Contract No.	
Cooperative Contract Term	
Cooperative Contract Website link:	

**Price Proposal Signature**

The information in this RFP-C is to be utilized solely for preparing the proposal response to this RFP-C and does not constitute a commitment by HCC to procure any product or service in any volume.

Name:	
Title:	
Date:	
Signature:	

*Balance of page intentionally left blank.*



## **8. Discount for Prompt Payment**

Net 10 Calendar days \_\_\_\_\_%

Net 20 Calendar days \_\_\_\_\_%

## **9. Delivery of Invoices**

All invoices shall referenced the governing Purchase Order (PO) number and be sent to the following location via email to [accounts.payable@hccs.edu](mailto:accounts.payable@hccs.edu)

## **10. Certification**

By submitting this Request for Proposal response, the above named individual certifies that the individual/company is not ineligible to receive a purchase order/contract per the terms and requirements set forth per [HCC General Terms and Conditions](#) or for any other reason. Further, the above named individual certifies that he/she has read, understands and agrees to be bound by the requirements and terms and conditions set forth in this Request for Proposal.

## **11. Small Business Development Program (SBDP)**

The Houston Community College System's Small Business Development Program ("SBDP" or the "Program") was created to provide business opportunities for local certified small businesses to participate in contracting and procurement at Houston Community College (HCC).

The SBDP is a goal-oriented program, requiring Contractors who receive Contracts from HCC to use Good Faith Efforts to utilize certified small businesses. The Program applies to all Contracts over \$50,000, except Contracts for sole-source items, federally funded Contracts, Contracts with other governmental entities, and those Contracts that are otherwise prohibited by applicable law or expressly exempted by HCC. The SBDP is a race and gender-neutral program; however, HCC actively encourages the participation of minority and women-owned small businesses in the SBDP.

To participate, small businesses must be certified by an agency or organization whose certification is recognized by HCC. Certification is based on the firm's gross revenues or number of employees averaged over the past three years, inclusive of any affiliates as defined by 13 C.F.R. § 121.103, does not exceed the size standards as defined pursuant to Section 3 of the Small Business Act and 13 C.F.R. § 121.201.

A list of HCC recognized SBE Certifications may be found at <http://www.hccs.edu/about-hcc/procurement/small-business-procurement/>

## **12. Certificate of Insurance Information**

Parties making deliveries to or performing services at the HCC sites, must carry public liability, property damage and Worker Compensation insurance with carriers authorized to provide such insurance under the laws of the State of Texas. Minimum requirements: (a) Commercial General Liability- \$1,000,000.00 bodily injury and \$1,000,000.00 property damage; (b) Automobile Liability - \$1,000,000.00 bodily injury and \$1,000,000 property damage, (c) Worker Compensation insurance - \$1,000,000.00. Upon request from the College, the successful bidder shall provide the College with a certificate of insurance, naming the Houston Community College as certificate holder.

Respondent must provide proof of insurance for any liability resulting from the student's actions (i.e. injury to, or damage to property of, a third party).

The certificate must have the following: Name Houston Community College System as an additional insured and a waiver of subrogation.

**ATTACHMENT NO. 2**  
**PROPOSER CERTIFICATIONS**  
**RFP-C 20-02 AUTOMATED EXTERNAL DIFIBRILLATOR (ZOLL BRAND ONLY)**

**1. NON-DISCRIMINATION STATEMENT:**

The undersigned certifies that he/she will not discriminate against any employee or applicant for employment or in the selection of subcontractors because of race, color, age, religion, gender, national origin or disability. The undersigned shall also take action to ensure that applicants are employed, and treated during employment, without regard to their race, color, religion, gender, age, national origin or disability. Such action shall include, but shall not be limited to, the following: non-discriminatory employment practices: employment, upgrading or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation and selection for training, including apprenticeship.

**2. BLACKOUT PERIOD COMPLIANCE:**

The undersigned certifies that he/she has read, understands and agrees to be bound by the Prohibited Communications and Political Contributions provision set forth in the solicitation. The undersigned further understands that the Proposer shall not communicate with a HCC Trustee, employee, or any member of the selection/evaluation committee in any way concerning this Solicitation from the day it is first advertised through thirty (30) days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded.

This period is known as the "Blackout Period," as further defined in Section 1.7.10 and 3.3 of the Procurement Operations Manual. Violation of the Blackout Period is considered unethical conduct and will be handled as such with regard to a Trustee and all applicable federal and state laws and regulations, local ordinances, board policies and procurement procedures with respect to their conduct as public officials involved in the procurement process.

With regard to a Proposer, violation of the Blackout Period may result in the cancellation of the referenced transaction, debarment, and disqualification from future procurement solicitations and prosecution in accordance with the Laws of the State of Texas.

**3. ASSURANCE OF SBDP GOAL:**

The undersigned certifies that he/she has read, understands and agrees to be bound by the small business provisions set forth in this Solicitation. The undersigned further certifies that he/she is legally authorized to make the statements and representations in the Solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned will enter into formal agreement(s) for work identified on the CONTRACTOR AND SUBCONTRACTOR PARTICIPATION form conditioned upon execution of a contract with HCC. The undersigned agrees to attain the small business utilization percentages of the total offer amount as set forth below:

Small Business Participation Goal = \_\_\_\_\_

The undersigned certifies that the firm shown below has not discriminated against any small business or other potential subcontractor because of race, color, religion, gender, age, veteran's status, disability or national origin, but has provided full and equal opportunity to all potential subcontractors irrespective of race, color, religion, gender, age, disability, national origin or veteran status.

The undersigned understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated commitments set forth herein without prior approval of HCC's Chancellor or the duly authorized representative, the Proposer may be subject to the loss of the contract or the termination thereof.

**4. CERTIFICATION AND DISCLOSURE STATEMENT:**

A person or business entity entering into a contract with HCC is required by Texas Law to disclose, in advance of the contract award, if the person or an owner or operator of the business entity has been convicted of a felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony as provided in section 44.034 of the Texas Education Code. The requested information is being collected in accordance with applicable law. This requirement does not apply to a publicly held corporation.

If an individual

Have you been convicted of a felony?  
YES or NO

If a business entity:  
YES or NO

Has any owner of your business entity been convicted of a felony?  
\_\_\_\_\_

Has any operator of your business entity been convicted of a felony?  
\_\_\_\_\_

If you answered yes to any of the above questions, please provide a general description of the conduct resulting in the conviction of the felony, including the Case Number, the applicable dates, the State and County where the conviction occurred, and the sentence.

**5. DISCLOSURE OF OWNERSHIP INTERESTS:**

The undersigned certifies that he/she has accurately completed the attached Exhibit 1 "Ownership Interest Disclosure List." For the purposes of this section, in accordance with Board Bylaws, the term "Contractors" shall include any member of the potential vendor's board of directors, its chairperson, chief executive officer, chief financial officer, chief operating officer, and any person with an ownership interest of 10% or more. This requirement shall also apply to any Subcontractor listed on the "Contractor and Subcontractor Participation Form."

**6. PROHIBITED CONTRACTS/PURCHASES:**

The undersigned certifies that he/she has read, understands and is eligible to receive a contract in accordance with HCC Board of Trustees Bylaw regarding Prohibited Contracts/Purchases as further defined in the attached Exhibit 2.

**7. HOUSE BILL 89 ACKNOWLEDMENT:**

Pursuant to the provisions of Subtitle F, Title 10, Government Code Chapter 2270, by acknowledging this attribute, vendor verifies that their company:

1. Does not boycott Israel currently, and
2. Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic

harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

**8. SENATE BILL 252 ACKNOWLEDGE:**

Pursuant to the provisions of Subtitle F, Title 10, Texas Government Code 2252.152 (CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED)a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

**9. DIVESTMENT STATUTE LISTS:**

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

**10. CERTIFICATE OF INTERESTED PARTIES FORM**

Beginning January 1, 2018, successful proposers awarded contracts that are requires an action or vote by the governing body of the entity or agency or has a value of at least one million (\$1million) or more shall be required by state law to complete online the Certificate of Interested Parties Form 1295 and submit an unsworn declaration of completion to the Purchasing staff member listed in the solicitation before the purchase/contract will be presented to the Board of Trustees for approval. For a list of

Frequently Asked Questions you can go to:

[https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

The form must be submitted at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

The law applies only to a contract of a governmental entity or state agency that either:

- (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- (2) has a value of at least \$1 million.

A completed Form 1295 is not required for:

- (1) a sponsored research contract of a state agency or an institution of higher education;
- (2) an interagency contract of a state agency or an institution of higher education;
- (3) a contract related to health and human services, if:
  - \*The values of the contract cannot be determined at the time the contract is executed; and
  - \*any qualified vendor is eligible for the contract;
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code, or
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

Gov't Code § 2252.908. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The District may not enter into a contract with a business entity that fails to submit the form as required.

If your company qualifies for one of the exemptions listed in the Certificate of Interested Parties attribute, please indicate which exemption applies.

## **11. CRIMINAL BACKGROUND CHECK**

No person shall be engaged by the vendor to work on District property where students are present who have charges pending, or who have been convicted, received probation or deferred adjudication. The following is a list of offenses which apply: 1) Any offense against a child; 2) Any sex offense; 3) Any crimes against persons involving weapons or violence; 4) Any felony offense involving controlled substances; 5) Any felony offense against property; or 6) Any other offense that the District believes might compromise the safety of students, staff or property.

It shall be the responsibility of the vendor to ensure compliance with this provision.

Prior to the start of the contract vendor shall submit a NATIONAL criminal background investigation report for all employees with an updated report to include any new hires working on District property to the facility manager or District Chief of Police. During the duration of the contract the District reserves the right to request additional reports from the vendor if any employee is suspected of a criminal offense as stated above. Report must be in accordance with Texas Education Code 22.0834.

## **12. DEBARMENT**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the District. The Contractor must notify the District Director of Strategic Sourcing within 30 days if debarred by any governmental entity during the Contract period.

## **13. EQUAL OPPORTUNITY EMPLOYER (EOE)**

Personnel relations of the Vendor's employees shall be the Vendor's responsibility, including compliance with all applicable government regulations related to the employment of personnel. The Vendor shall be an Equal Opportunity Employer and shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, gender, age, disability, or veteran status. The vendor shall hire only persons who may legally work in the United States, to include citizens and nationals of the United States and foreign citizens who have the necessary authorization to work. It is the vendor's responsibility to verify the identity and employment eligibility of anyone hired for performance under this contract. Furthermore, all persons performing work under this contract must be an employee of the company.

## **14. NON COLLUSION STATEMENT**

The Contractor certifies that you are duly authorized to execute this contract, that this company, corporation or firm has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business

prior to the official opening of this proposal.

**15. DELINQUENT FRANCHISE TAXES  
CERTIFICATION**

As required by §2252.903, Government Code, proposer's official certifies that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code, or that it is exempt from, or not subject to, such tax. Please indicate your status:

A. The corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to franchise tax; therefore, I am submitting a certified statement to that effect.

B. The corporation is subject to Texas franchise tax. I hereby certify that there is no delinquent Texas franchise tax pending against the corporation.

C. I hereby certify that there is delinquent Texas franchise tax pending against the corporation.

I attest that I have answered the questions truthfully and to the best of my knowledge.

Signed By: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ State of: \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_  
(City) (State)

this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_

Notary Public of the State of: \_\_\_\_\_

**EXHIBIT 1 - TO ATTACHMENT NO. 2  
 OWNERSHIP INTEREST DISCLOSURE LIST  
 RFP-C 20-02 AUTOMATED EXTERNAL DIFIBRILLATOR (ZOLL BRAND ONLY)**

Instruction: Using the following table, please fill in the names of any member of the Respondent’s company who is a “Contractor” (as defined in Section 5 above); any person with an ownership interest of 10% or more; and any Subcontractor listed on the “Contractor and Subcontractor Participation Form.”

Name	Title	Company Name

Company Name: \_\_\_\_\_

Authorized Company Representative: \_\_\_\_\_

Authorized Representative’s Title: \_\_\_\_\_

Authorized Representative’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If **NO** Ownership Interest Discloser has been stated above, check

*Balance of page intentionally left blank.*

**EXHIBIT 2 - TO ATTACHMENT NO. 2**  
**PROHIBITED CONTRACTS/PURCHASES**  
**RFP-C 20-02 AUTOMATED EXTERNAL DIFIBRILLATOR (ZOLL BRAND ONLY)**

The College shall not contract with a business entity in which a Board Member, Senior Staff Member, or a relative of a Board member or Senior Staff Member within the first degree of consanguinity or affinity, has any pecuniary interest. All such contracts executed prior to June 21, 2012 shall continue to be in full force and effect.

Further, the College shall not contract with a business entity that employs, hires, or contracts with, in any capacity, including but not limited to, a subcontractor, employee, contractor, advisor or independent contractor, a Board Member or a Senior Staff Member.

Further, the College shall not contract with a business entity that employs an officer or director who is a relative of a Board member or a Senior Staff Member within the first degree of consanguinity or affinity.

Definitions:

“Business entity” shall not include a corporation or a subsidiary or division of a corporation whose shares are listed on a national or regional stock exchange or traded in the over-the-counter market. “Business entity” shall not include non-profit corporations or religious, educational, and governmental institutions, except that private, for-profit educational institutions are included in the definition of Business entity.

“Director” is defined as an appointed or elected member of the board of directors of a company who, with other directors, has the responsibility for determining and implementing the company’s policy, and as the company’s agent, can bind the company with valid contracts.

“Officer” is defined as a person appointed by the board of directors of a company to manage the day-to-day business of the company and carry out the policies set by the board. An officer includes, but is not limited to, a chief executive officer (CEO), president, chief operating officer (COO), chief financial officer (CFO), vice-president, or other senior company official, as determined by the Board.

“Senior Staff Member” shall have the meaning as defined in Article A, Section 3 of the Board Bylaws which includes:

- a. Any member of the Chancellor's Advisory Council;
- b. HCC employees classified as E-10 and above;
- c. All procurement and purchasing personnel;
- d. Any employee who participates on an evaluation or selection committee for any HCC solicitation for goods or services; and
- e. Any employee who participates in the evaluation of goods or services provided by a vendor or contractor.

Absent other legal requirements, all contracts entered into by the College in violation of this policy shall be voided within 30 days of notice of the violation.

I attest that I have answered the questions truthfully and to the best of my knowledge.

**ATTACHMENT NO. 3  
CONFLICT OF INTEREST QUESTIONNAIRE  
RFP-C 20-02 AUTOMATED EXTERNAL DIFIBRILLATOR (ZOLL BRAND ONLY)**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>		

NOTE: When completing this Questionnaire, please be certain to answer each and every question; indicate "Not Applicable", if appropriate. Please sign and date.



**ATTACHMENT NO. 4**  
**FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**  
**RFP-C 20-02 AUTOMATED EXTERNAL DIFIBRILLATOR (ZOLL BRAND ONLY)**

Texas Local Government Code Chapter 176 requires that vendors desiring to enter into certain contracts with a local governmental entity must disclose the financial and potential conflict of interest information as specified below.

Vendor shall disclose the financial interest and potential conflict of interest information identified in Sections one (1) through three (3) below as a condition of receiving an award or contract. Submit this information along with your bid, proposal, or offer. **This form must be received by HCC Office of Systemwide Compliance before the vendor's bid, proposal, or offer will be considered received or evaluated.** Completed forms must be **NOTARIZED** and delivered to:

This requirement applies to contracts with a value exceeding \$50,000.

**Section 1 - Disclosure of Financial Interest in the Vendor**

a. If any officers or employees of HCC ("individuals") have one of the following financial interests in the vendor (or its principal) or its subcontractor(s), please show their name and address and check all that apply and (include additional documents if needed):

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

b. For each individual named above, show the type of ownership/distributable income share:

- Ownership interest of at least 10% ( \_\_\_\_\_ )
- Ownership interest of at least \$15,000 or more of the fair market value of vendor ( \_\_\_\_\_ )
- Distributive Income Share from Vendor exceeding 10% of individual's gross income ( \_\_\_\_\_ )
- Real property interest with fair market value of at least \$2,500 ( \_\_\_\_\_ )
- Person related within first degree of affinity to individual has the following ownership or real property interest in Vendor: ( \_\_\_\_\_ )
  - 1. Ownership interest of at least 10%
  - 2. Ownership interest of at least \$15,000 or more of the fair market value of vendor
  - 3. Distributive Income Share from Vendor exceeding 10% of the individual's gross income
  - 4. Real property interest with fair market value of at least \$2,500
- No individuals have any of the above financial interests (If none go to Section 4) ( \_\_\_\_\_ )

c. For each individual named above, show the **dollar value or proportionate share** of the ownership interest in the vendor (or its principal) or its subcontractor (s) as follows:

If the proportionate share of the named individual(s) in the ownership of the vendor (or its principal) or subcontractor of vendor is 10% or less, and if the value of the ownership interest of the named individual(s) is \$15,000 or less of the fair market value of vendor, check here ( \_\_\_\_\_ ).

If the proportionate share of ownership exceeds 10%, or the value of the ownership interest exceeds \$15,000 of the fair market value of vendor, show either:

the percent of ownership \_\_\_\_\_ %, or  
 the value of ownership interest \$ \_\_\_\_\_ .

**Section 2 - Disclosure of Potential Conflicts of Interest**

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe (use space under applicable section-attach additional pages as necessary).

a. Employment, currently or in the previous 3 years, including but not limited to contractual employment for services for vendor.

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Employment of individual's spouse, father, mother, son, or daughter, including but not limited to contractual employment for services for vendor in the previous 2 years.

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 3- Disclosure of Gifts**

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe (use space under applicable section-attach additional pages as necessary).

a. Received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Individual's spouse, father, mother, son, or daughter has received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 4- Other Contract and Procurement Related Information**

Vendor shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with a value exceeding \$50,000. You must submit this information along with your bid, proposal, or offer.

a. Vendor shall identify whether vendor (or its principal), or its subcontractor(s), has current contracts (including leases) with other government agencies of the State of Texas by checking:

Yes \_\_\_\_\_ No \_\_\_\_\_

b. If "yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Vendor shall identify whether vendor (or its principal) or its subcontractor(s) has pending contracts (including leases), bids, proposal, or other ongoing procurement relationships with other government agencies of the State of Texas by checking:

Yes \_\_\_\_\_ No \_\_\_\_\_

d. If "yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This disclosure is submitted on behalf of:

\_\_\_\_\_  
(Name of Vendor)

**Certification.** I hereby certify that to the best of my knowledge and belief the information provided by me in this disclosure statement is true and correct. I understand that failure to disclose the information requested may result in my bid, proposal, or offer, being rejected, and/or may result in prosecution for knowingly violating the requirements of **Texas Local Government Code Chapter 176**. I understand that it is my responsibility to comply with the requirements set forth by HCC as it relates to this disclosure. I also understand that I must submit an updated disclosure form within seven (7) days of discovering changes in the significant financial interests of the individuals I identified in Section 1 of this disclosure or if individuals that were not identified, later receive a financial interest in my company or is a subcontractor of my company.

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**"NOTE: PROPOSER MUST COMPLETE THE ABOVE "FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER SHALL RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION."**

Signed By: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ State of: \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_  
(City) (State)

this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_

Notary Public of the State of: \_\_\_\_\_