HARRIS COUNTY

BIĐ COVER SHEET

Job No. 12/0207

BID FOR: Privacy Breach Detection Software for the Harris County Hospital District

DUE DATE: Monday, August 27, 2012

Due no later than 2:00 P.M. local time in Houston, Texas. Bids received later than the date and time above will not be considered.

OFFERORS NOTE: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples in an appropriately sized envelope or box. PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID".

RETURN BID TO: HARRIS COUNTY PURCHASING AGENT
1001 PRESTON AVENUE, SUITE 670
HOUSTON, TEXAS 77002

Buyer: Joe Castanon at 713-755-6236 or jose.castanon@pur.hctx.net

Total Amount of Bid: $__________________________

Company Name: ____________________________________________

Company Address: ____________________________________________

City, State, Zip Code: ____________________________________________

Taxpayer Identification Number (T.I.N.): ____________________________

Telephone:________________________ Fax:________________________ e-mail:________________________

Do you carry Health Insurance on your employees?  ____Yes  ____No  If yes, what % of employees: ____%

How did you hear of this job?  ☐  Newspaper  ☐  Other

Signature: __________________________________ Print Name ________________________________

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job and certifies that all statements made by you are true, complete and correct. All prices and signatures must be typewritten or written in ink. When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

Revised 03/10
This bid/proposal package includes the components checked below. If the item is not checked, it is not applicable to this bid/proposal. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

| X | 1. Cover Sheet - Complete this page, sign IN INK and return it. |
| X | 2. Table of Contents - This page lists the applicable components of this bid/proposal documentation. |
| X | 3. General Requirements - It is offeror's responsibility to be thoroughly familiar with the General Requirements. |
| X | 4. Specifications - This section contains a detailed description of the goods/services sought by the County. |
| X | 5. Pricing/Delivery Information - This form is used to solicit exact pricing of goods/services, delivery, and other costs. |
| X | 6. Attachments |
| X | a. Tax Form/Debt/Residence Certification - Complete this form and return it with your offer. |
| | b. Bid Guaranty & Performance Bond Information & Requirements - This form applies only to certain bids/proposals. All public work contracts over $25,000 require a Payment Bond and over $100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely. |
| | c. Bid Check Return Authorization Form - This form applies only to certain bids/proposals. Read this form carefully and fill it out completely. |
| | d. Vehicle Delivery Instructions - Included only when purchasing vehicles. |
| X | e. Minimum Insurance Requirements - Included in specific requirements when applicable (does not supersede “Hold Harmless” section of General Requirements). |
| | f. Worker's Compensation Insurance Coverage Rule 110.110 - This requirement is applicable for a building or construction contract. |
| | g. Financial Statement - When this information is required, you must use this form or submit acceptable financial documents. |
| | h. Reference Sheet - When references are required, you must use this form. |
| | i. HIPAA Requirements |
| X | j. Eligibility Certification |
| X | k. Pricing/Delivery Information and Requirements Checklist |

Revised 11/09
GENERAL REQUIREMENTS FOR BIDS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

ACCESS TO RECORDS
In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor.

ADDENDA
When specifications are revised, the Harris County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned bid package.

ASSIGNMENT
The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Commissioners Court.

AWARD
Harris County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court, Hospital District Board of Managers, the Juvenile Board or other applicable governing body and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BID FORM COMPLETION
Fill out and return to the Harris County Purchasing Department ONE (1) complete bid form in an appropriately sized envelope or box. PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED “SEALED BID.” An authorized representative of the offeror should sign the Bid Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

BID RETURNS
Offerors must return all completed bids to the Harris County Purchasing Department reception desk at 1001 Preston Avenue, Suite 670, Houston, Texas before 2:00 P.M. LOCAL TIME IN HOUSTON, TEXAS on the date specified. Late bids will not be accepted.

BONDS
If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION
The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension.” The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.
COLOR SELECTION
Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, NOT colors which require up charges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If offeror fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

CONTRACT OBLIGATION
Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or the offerors. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS
Renews may be made ONLY by written agreement between Harris County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

DIGITAL FORMAT
If offeror obtained the bid specifications in digital format in order to prepare a response, the bid must be submitted in hard copy according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications as published shall control. Furthermore, if an alteration of any kind to the County's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

DISQUALIFICATION OF OFFEROR
Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Harris County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

E-MAIL ADDRESSES CONSENT
Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov’t Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor’s behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

EVALUATION
Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Harris County Purchasing Department and recommendation to the appropriate governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Harris County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

FISCAL FUNDING
A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Harris County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.
GOVERNING FORMS
In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

GOVERNING LAW
This bid solicitation is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

GRANT FUNDING
Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

HIPAA COMPLIANCE
Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT
Contractor, the successful offeror, shall indemnify and hold Harris County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING
Harris County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

INVOICES AND PAYMENTS
Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harris County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

MAINTENANCE
Maintenance required for equipment bid should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Harris County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS
Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

NAME BRANDS
Specifications may reference name brands and model numbers. It is not the intent of Harris County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Harris County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLIANCE
All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST
An outside consultant or contractor is prohibited from submitting a bid for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of $250 given to any County Official or the County Official’s family member, or employment of any County Official or the County Official’s family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

PRICING
Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PURCHASE ORDER AND DELIVERY
The successful offeror shall not deliver products or provide services without a Harris County Purchase Order, signed by an authorized agent of the Harris County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harris County without prejudice to other remedies provided by law. Where delivery times are critical, Harris County reserves the right to award accordingly.

RECYCLED MATERIALS
Harris County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Harris County will be the sole judge in determining product preference application.
SCANNED OR RE-TYPED RESPONSE
If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's proposal package as published shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SEVERABILITY
If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS
The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

SUPPLEMENTAL MATERIALS
Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

TAXES
Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

TERM CONTRACTS
If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION
Harris County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements. Harris County may terminate the contract without cause upon thirty (30) days written notice.

TERMINATION FOR HEALTH AND SAFETY VIOLATIONS.
Harris County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

TITLE TRANSFER
Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.
WAIVER OF SUBROGATION
Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES
Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County may correct at the offeror's expense.

VENDORS OWING TAXES OR OTHER DEBTS
Pursuant to TX Local Government Code 262.0276, Harris County Hospital District Board of Managers has adopted a policy which requires that vendors’ taxes and other Harris County debts be current as of the date bids/proposals are due. Bidders with delinquent county taxes or other county debts on the due date will not be eligible for award. Whether or not a vendor’s taxes are delinquent will be determined by an independent review of the Tax Office records. Prior to submitting an offer, vendors are encouraged to visit the Tax Office website at www.hctax.net, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their offer in order to ensure that their offer will be considered. Furthermore, if, during the performance of this contract, a vendor’s taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids/proposals due on or after December 3, 2009.
SPECIFICATIONS

The following requirements and specifications supersede General Requirements where applicable. The term “Harris County” and “County" is understood to include the Harris County Hospital District (“Hospital District” or “HCHD”) and Community Health Choice, Inc. (“CHC”).

Privacy Breach Detection Software for the Harris County Hospital District

SCOPE
Harris County is seeking bids from qualified vendors to furnish, install, license and support Privacy Breach Detection Software for the Harris County Hospital District (Hospital District) for the term beginning on or about October 1, 2012 and ending twelve months thereafter. All questions regarding this bid solicitation must be in writing and may be sent by email to jose.castanon@pur.hctx.net or by fax to 713-755-6695, Attention: Joe Castanon, before 2:00 p.m. local time in Houston on August 20, 2012.

BACKGROUND
The Harris County Hospital District is a community owned health care system for the nation’s fourth most populous county. It provides more than 1.4 million health care visits each year to residents of Harris County. The Hospital District operates Ben Taub General Hospital, Lyndon B. Johnson General Hospital, Quentin Mease Community Hospital, 13 community health centers, a dialysis center, a dental center, 9 school-based clinics, 13 homeless shelter clinics, and 5 mobile health units with an employee count of approximately 7,200 employees.

NO CONFIDENTIALITY OF BIDS
Once opened, bids are public record. There are no exceptions. When submitting a bid, vendor must be sure to redact confidential information if the information is needed to address requirements of the bid. If there are any questions concerning confidentiality of information to be submitted, contact Jose Castanon immediately at jose.castanon@pur.hctx.net.

REQUIREMENTS
The Manufacturer that will be used as the product for comparison are:

<table>
<thead>
<tr>
<th>Brand</th>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. FairWarning</td>
<td>Enterprise-Class HP Appliance</td>
<td>1</td>
</tr>
<tr>
<td>2. FairWarning</td>
<td>Maintenance – Hardware Enterprise Appliance-Year 1</td>
<td>1</td>
</tr>
<tr>
<td>3. FairWarning</td>
<td>Perpetual Base License</td>
<td>1</td>
</tr>
<tr>
<td>4. FairWarning</td>
<td>Software Maintenance-Perpetual-Base- Year 1</td>
<td>1</td>
</tr>
<tr>
<td>5. FairWarning</td>
<td>Perpetual Data Source License</td>
<td>3</td>
</tr>
<tr>
<td>6. FairWarning</td>
<td>Maintenance Perpetual Data Source Year 1</td>
<td>3</td>
</tr>
<tr>
<td>7. FairWarning</td>
<td>Services up to 19 data sources</td>
<td>1</td>
</tr>
</tbody>
</table>

If products other than those specified are bid, the Hospital District reserves the right to evaluate, at no expense to the Hospital District, the products bid. As long as the products bid are equal to or better than those specified, they will be considered; however, the final decision as to whether or not the products bid are equal to or better than the products listed will lie solely at the discretion of the Hospital District. Pricing will not be the only factor analyzed. The final decision for award will be based on the best and lowest priced software suited for the Hospital District. These specifications are intended as guidelines only, and are indicative of the type and class of software desired and are not intended to be exclusionary.

SPECIFICATIONS-CONTINUED
It is recognized that the available product from various manufacturers have certain basic components which are somewhat similar and have variances in features, capabilities and standard accessories which are unique. The vendor shall note and describe any and all variations from the specifications on the PRICING/DELIVERY INFORMATION page and provide descriptive literature for the product bid.

**VENDOR QUALIFICATIONS**
Provide information outlining how the vendor meets the requirements set forth below. Include supporting documentation with bid.

The vendor must:
1. Be, and have been, in business for no less than three (3) full years, under its current form (i.e. corporation, proprietorship, etc.);
2. Show it has adequate resources to provide the products/perform the services required by the Hospital District. Travel costs are the sole responsibility of the vendor.
3. Be an authorized reseller/partner/supporter company for the manufacturer of the items included in vendors bid.

**VENDOR CREDENTIALING PROCESS**
Vendor will be responsible for complying with all requirements of Hospital District Policy No. 3.24. At a minimum, Policy 3.24 requires the vendor and its staff to:
- Comply with all applicable federal and state laws concerning privacy, security and confidentiality of patient health information, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and regulations issued thereunder.
- Register with the Hospital District Vendor Credentialing Company and provide information to or review information provided to the Hospital District Vendor Credentialing Company.
- Follow all Hospital District badge and check-in requirements.
PRICING/DELIVERY INFORMATION

Pricing must be all inclusive, including shipping, delivery and warranty. Quantities are estimated. The Hospital District will order items as needed and any quantity required. Provide pricing, Manufacturer and Model No. in Attachment k.

Grand Total of Attachment K $ __________________________
TAX FORM/DEBT/RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): ________________________________

Company Name submitting Bid/Proposal: ________________________________

Mailing Address: ________________________________

Are you registered to do business in the State of Texas? □ Yes □ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business.

I. **Property**: List all taxable property in Harris County owned by you or above partnerships as well as any d/b/a names. (Use a second sheet of paper if necessary.)

Harris County Tax Acct. No.* Property address or location**

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

* This is the property account identification number assigned by the Harris County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Harris County Debt** - Do you owe any debts to Harris County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

□ Yes □ No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 et seq., as amended, Harris County requests Residence Certification. §2252.001 et seq. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder” refers to a person who is not a resident.

(4) "Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

□ I certify that __________________________ is a Resident Bidder of Texas as defined in Government Code §2252.001.

[Company Name]

□ I certify that __________________________ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is __________________________.

[City and State]
MINIMUM INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor at its sole cost and expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

A. **Workers Compensation**, as required by the laws of Texas, and **Employers’ Liability**, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

   **Employers’ Liability**
   - Each Accident: $1,000,000
   - Disease–Each Employee: $1,000,000
   - Policy Limit: $1,000,000

B. **Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. **Harris County shall be named Additional Insured on primary/non-contributory basis.**

   - Each Occurrence: $1,000,000
   - Personal and Advertising Injury: $1,000,000
   - Products/Completed Operations: $1,000,000
   - General Aggregate (per project): $2,000,000

C. **Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the contract. **Harris County shall be named Additional Insured on primary/non-contributory basis.**

   - Combined Single Limit-Each Accident: $1,000,000

D. **Umbrella/Excess Liability** (**Harris County shall be named Additional Insured on primary/non-contributory basis**)

   - Each Occurrence/Aggregate: $1,000,000

E. **Professional/Errors & Omissions Liability** (if applicable)

   - Each Occurrence/Aggregate: $1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas and who have an A.M. Best rating of at least A-. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

The requirements stipulated in this attachment do not establish limits of contractor liability.

Rev. 10/2011
CERTIFICATION OF ELIGIBILITY TO PARTICIPATE
IN FEDERAL AND STATE HEALTH CARE PROGRAMS
(Vendors)

Background

The Harris County Hospital District ("HCHD") participates in Federal and State health care programs. As conditions of participation, neither HCHD nor its vendors may be excluded from participation in any Federal or State health care program, and both HCHD and its vendors must comply with all rules and regulations regarding the programs.

HCHD screens all vendors upon engagement, and at least annually thereafter, against the General Services Administration’s List of Parties Excluded from Federal Programs and the HHS/OIG List of Excluded Individuals/Entities ("LEIE/EPLS") (collectively referred to as “exclusion lists”) to ensure that they are not listed on the exclusion lists. In addition, all vendors must disclose to HCHD’s Corporate Compliance Office whether they or any of their owners, officers, directors, employees, or principals (collectively, “Principals”) are listed on the exclusion lists.

The contact information for HCHD’s Corporate Compliance Office is:

Harris County Hospital District
Corporate Compliance Office
P.O. Box 300033
Houston, Texas 77230
(713) 566-6461 (Phone)

HCHD has a disclosure policy that emphasizes a no-retribution, no-retaliation policy and includes a reporting mechanism for anonymous communications for which confidentiality is maintained. HCHD has also arranged for a hotline service with an outside agency. The hotline’s phone number is 1-800-500-0333.

Certification

I hereby certify that neither the vendor who is listed below, nor any of its Principals, is on the exclusion lists. I further certify that the vendor will report immediately to HCHD’s Corporate Compliance Office if either the vendor or any of its Principals becomes placed on the exclusion lists at any time in the future while the vendor is associated with HCHD. I understand that if the vendor is now or subsequently become placed on the exclusion lists, HCHD will terminate its contract(s) with vendor. I further understand that if the vendor fails to immediately terminate any of its Principals who become placed on the exclusion lists, HCHD will terminate its contract(s) with vendor.

I further certify that the vendor understands that its Principals are expected to disclose or report to HCHD’s Corporate Compliance Office, or other appropriate HCHD designated individual, any suspected violation of any Federal or State health care program requirement or of HCHD’s own policies and procedures.
Vendor Name

Address

_________________________  ____________________  ____________________
City  State  Zip Code

Signature

Print Name

______________________________  __________________________
Title  Phone Number

______________________________  __________________________
Email Address  Date