REQUEST FOR PROPOSAL
Business Continuity and Disaster Recovery Analysis Professional Services
RFP#

Date Issued: February 15, 2022
Buyer Contact: Matthew Klaas
Tel # (916) 734-4672
E-mail: maklaas@ucdavis.edu

*QUESTION DUE DATE: March 8, 2022
*SUBMITTAL DUE DATE: March 22, 2022
*By: 3:00 P.M., Pacific Time

Return Response to: maklaas@ucdavis.edu
via email
Subject line: RFP# 022022 – IT Business Continuity and Disaster Recovery - MK
Email: maklaas@ucdavis.edu

Purchasing Department
University of California, Davis Health
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817

This RFP document can be found at the following University of California Davis Health Web address:
http://www.ucdmc.ucdavis.edu/matmgt/

You may download this document and any updates until the submittal due date from the UC Davis website: :
http://www.ucdmc.ucdavis.edu/matmgt/
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Deviations from specifications: Any deviation from the specifications shall be identified and fully described. The right is reserved to accept or reject quotations on each item separately, or as a whole, and to waive any irregularities in the quotation; irregularities may, however, render the quotation non-responsive.

Public disclosure: Responses to Become Public Records:
All materials submitted in response to this solicitation become a matter of public record and shall be regarded as public record.

Designation of Confidential Information:
The Regents will recognize as confidential only those elements in each response, which are trade secrets as that term is defined in the law of California and which are clearly marked as ‘TRADE SECRET,’ ‘CONFIDENTIAL,’ or ‘PROPRIETARY.’ Vague designations and blanket statements regarding entire pages or documents are insufficient and shall not bind The Regents to protect the designated matter from disclosure.

The California Public Records Act limits The Regents’ ability to withhold prequalification and bid data to trade secrets or records, the disclosure of which is exempt or prohibited pursuant to federal or state law. If a submittal contains any trade secrets that a Contractor does not want disclosed to the public or used by The Regents for any purpose other than evaluation of the Contractor’s eligibility, each sheet of such information must be marked with the designation “Confidential.” The Regents will notify the submitter of data so classified of any request to inspect such data so that the submitter will have an opportunity to establish that such information is exempt from inspection in any proceeding to compel inspection.

The Regents Not Liable for Required Disclosure:
The Regents shall not in any way be liable or responsible for the disclosure of any records if they are not plainly marked ‘TRADE SECRET,’ ‘CONFIDENTIAL,’ or ‘PROPRIETARY,’ or if disclosure is required by law or by an order of the court.

I INTRODUCTION

University of California at Davis Health Profile

The University of California, Davis Health (UCDH) provides health care services that enables the University of California, Davis to fulfill teaching, research, patient-care and public service missions. It consists of the School of Medicine (SOM) which includes medical research functions, the School of Nursing (SON), the UC Davis Medical Center (UCDMC), the UC Davis Medical Group and several specific centers, such as the UC Davis Cancer Center, the UC Davis Children’s Hospital and the UC Davis M.I.N.D. Institute. Together they deliver primary, secondary, tertiary, and quaternary care throughout inland Northern California. The UC Davis Medical Group, the health system’s physician network, includes over 1,000 physicians and 150 areas of medical specialty serving 33 counties covering a 65,000 square mile area north to the Oregon border and east to Nevada.

UCDH is one of five teaching hospitals operated by The Regents of the University of California. UCDMC is a 625-bed, fully accredited hospital, which serves as the main clinical education site for the UCD School of Medicine. Prior to its acquisition by The Regents in 1973, the hospital was owned and operated by Sacramento County and served as the primary provider of health care to Sacramento’s medically indigent population.

UCDH is the sole Level 1 adult and pediatric trauma center serving the Sacramento-Sierra area and the primary tertiary care referral center for a 33-county area of more than five million residents. Each year UCDH admits approximately 33,000 inpatients, while its 150-plus clinics log more than 828,000 outpatients and emergency visits.
UCDH consists of the Medical Center with a Level I Trauma Center, as stated above, hospital campus-based clinics, along with outlying clinics.

II PROJECT BACKGROUND AND OBJECTIVES

UC Davis Health, hereafter known as UCDH, is soliciting proposals to provide UCDH with Business Continuity and Disaster Recovery consulting services to evaluate the Business Continuity and Disaster Recovery programs, current roadmap and maturity of the BC and DR Programs.

The project is separated into two phases. Phase 1 will be the assessment of existing BC/DR Programs at UCDH, and Phase 2 will be the BC/DR Joint Program Maturity Plan to outline methods to advance the Joint BC/DR Program at UCDH.

Business Continuity and Disaster Recovery programs Background

Currently, the UCDH-wide Business Continuity (BC) program is staffed with a BC planner within the Emergency Management department, reporting up through Hospital Operations to the UCDH CEO. The University of California (UC) mandates the use of the UCReady application (on the Fusion Risk Management platform) for Business Continuity Planning across all Academic and Health campuses.

The UCDH IT Disaster Recovery (DR) program is staffed with a supervisor and three staff members reporting to IT Technical Services within the IT Infrastructure department. UCReady can support individual DR plans as well as an Enterprise DR plan but is currently not in use. The IT DR team has been in place since 2017 which is dedicated to Disaster Recovery activities.

The focus for the UCDH BC/DR plans will be:
- Business Continuity and IT Disaster Recovery Program Governance
- Regulatory Compliance (i.e., HIPAA, CMS, The Joint Commission, CDPH)
- Certification Compliance (HIMSS, Epic Business Continuity Best Practices, Epic Honor Roll)
- Alignment with current standards/frameworks (ISO-22301, ISO-27031, NFPA 1600, NIST 800.34)
- Business Continuity policy, procedures, and best practices.
- IT Disaster Recovery policy, procedures, and best practices.

UCDH IT DR is currently working with UCOP and Fusion Risk Management to enable the use of UCReady to capture disaster recovery plans and associated runbooks for all critical IT systems and applications which will allow integration of the business continuity plans and BIA data currently in UCReady.

UCDH goals and organizational objectives for BC and DR:

- Strategic and Unified programs
- Alignment with mission and business needs – continuity of safe patient care despite any interruption or hazard
- Minimizes downtime of critical systems
- Optimized and efficient downtime procedures for all departments
- Cost effective solution(s) to include, but not limited to possible software and/or hardware solutions.
- Standard Governance processes and procedures.
- High Visibility UCDH wide.
- Executive Sponsorship UCDH wide.
- UCDH Wide Functional Training Program (BC)
- Regular and Frequent testing (BC and DR)

The analysis that will be completed as part of this RFP will include the following for both IT Disaster Recovery and Business Continuity:

- The overall program structure, roles & responsibilities
- Processes will be reviewed to assess UCDH IT’s ability to recover critical systems and processes from significant business disruptions.
- Continuity of Operations planning and capabilities health system wide.
- Analysis of the preparedness of the organization to respond to and recover from long term systemic downtime.
- Analysis and comparison of the current BC/DR program and capabilities and the standard expectation of preparedness for an institution of the same capacity as UCDH.
- Review of current applicable policies (including UC IS-12 and the UCDH IT Disaster Recovery Policy).
- Gap analysis highlighting the current and ideal future state of the UCDH BC/DR programs.
- An outline of the maturity of the current program.
- A roadmap to improve upon the current program.
- A detailed roles and responsibilities matrix (RACI) delivering which departments are best suited to be responsible for certain aspects of both programs.

Project Objective
The following are the objectives that the successful bidder’s evaluation would achieve:

<table>
<thead>
<tr>
<th>Requested information</th>
<th>Response required in Attachment 1 Tab -- Project Specifics see section:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe your specific approach to the review and analysis of the existing Business Continuity and Disaster Recovery Programs within UCDH.</td>
<td></td>
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<tr>
<td>• Maturity level given the timeframe of their development.</td>
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<tr>
<td>• Ability to recover critical IT systems and processes from significant business disruptions.</td>
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<td>• Capability to recover mission /business critical activities for continuity of patient care</td>
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<tr>
<td>• Current practices against industry best practices, and to pertinent regulatory requirements and industry standards. i.e., ISO-22301, ISO-27031, NFPA 1600, NIST 800.34</td>
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<tr>
<td>• Roles and responsibility ownership within the standards described in the previous bullet point to include executive sponsorship, operational, tactical, and strategic engagement</td>
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<td>• Current supply chain / 3rd party availability risk management capability</td>
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<td>• Current strengths, weaknesses, opportunities, and threats. (SWOT Analysis)</td>
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<tr>
<td>Requested information</td>
<td>Response required in Attachment 1 Tab -- Project Specifics see section:</td>
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<tr>
<td>Describe your specific approach to the assessment of critical systems and processes – Determine relevancy of last Business Impact Analysis (BIA) and risk assessment (RA)</td>
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<tr>
<td>• Verify the information technology systems that provide essential support for critical business and clinical operation functions</td>
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<td>• Align last completed BIA report with the structure and terminology contained in a recognized international BCM standard</td>
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<td>• Identify gaps between recovery requirements outlined in the BIA (RTO &amp; RPO) and UCDH existing recovery capabilities</td>
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<td>Describe your specific approach to advance the Joint BC/DR Program at UCDH</td>
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<td>• Recommend enhanced program objectives, program structure and responsibilities for the BC/DR program</td>
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<tr>
<td>• Produce two alternative implementation approaches to build advanced BC/DR capabilities at UCDH, based on alternative levels of resources, risk tolerance and implementation methods and possible timeframes</td>
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<tr>
<td>• Identify advancement opportunities to meet the recovery requirements identified in the BIA</td>
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<tr>
<td>• Identify critical success factors and key performance indicators for the BC/DR programs</td>
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<tr>
<td>• Recommend enhanced governance and oversight structure for the BC/DR programs</td>
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<tr>
<td>• Recommend enhanced processes and standards for key business BC/DR functions (Industry best practices)</td>
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<tr>
<td>• Provide a plan that documents current business needs, current state of the BC/DR programs and validates the strategy and road map against those with an eye towards sustainable growth and risk management</td>
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### III  SCOPE OF SERVICES AND REQUIREMENTS

Business Continuity and Disaster Recovery represents an increasingly critical role and capability in UC Davis Heath (UCDH). Downtime of key systems can affect UCDH meeting its research, teaching, and health care goals. UCDH Information Technology (UCDH IT) is a key strategic and service delivery partner for the entire UC Davis Health community. UCDH IT is responsible for the implementation of the applications and systems UCDH depends upon.
Concurrently, Emergency Management / Business Continuity and our Continuity of Operations Plan ensures that the business can continue to function even during an extended disaster event (whether technology-based or otherwise).

UCDH has an established Disaster Recovery program and Business Continuity program for the entire medical center and clinics. UCDH is now seeking Business Continuity / Disaster Recovery Management consulting services to perform a comprehensive assessment of the programs and develop a plan to enhance these programs within a specified timeframe.

**Phase 1: Assessment**

**Assessment of existing BC/DR Programs at UCDH:**

- Maturity level given the timeframe of their development.
- Ability to recover critical IT systems and processes from significant business disruptions.
- Capability to recover mission / business critical activities for continuity of patient care.
- Current practices against industry best practices, and to pertinent regulatory requirements and industry standards. i.e., ISO-22301, ISO-27031, NFPA 1600, NIST 800.34
- Roles and responsibility ownership within the frameworks described in the previous bullet point to include executive sponsorship, operational, tactical, and strategic engagement
- Current supply chain / 3rd party availability risk management capability.
- Current strengths, weaknesses, opportunities and threats. (SWOT Analysis)

**Assess critical systems and processes – Determine relevancy of last Business Impact Analysis (BIA) and risk assessment (RA):**

- Verify the information technology systems that provide essential support for critical business and clinical operation functions.
- Align last completed BIA report with the structure and terminology contained in a recognized international BCM standard.
- Identify gaps between recovery requirements outlined in the BIA (RTO & RPO) and UCDH existing recovery capabilities.

**Phase 1 deliverable:**

1. Report and Present the current state of the UCDH Business Continuity and Disaster Recovery Programs to senior IT and UCDH leaders with recommendations and maturity roadmap to maintain an effective and adaptive BC & DR Program.

**Phase 2 – BC/DR Joint Program Maturity Plan**

**Outline methods to advance the Joint BC/DR Program at UCDH:**

- Recommend enhanced program objectives, program structure and responsibilities for the BC/DR program.
- Produce two alternative implementation approaches to build advanced BC/DR capabilities at UCDH, based on alternative levels of resources, risk tolerance and implementation methods and possible timeframes.
- Identify advancement opportunities to meet the recovery requirements identified in the BIA.
- Identify critical success factors and key performance indicators for the BC/DR programs.
• Recommend enhanced governance and oversight structure for the BC/DR programs.
• Recommend enhanced processes and standards for key business BC/DR functions (Industry best practices).

Phase 2 Deliverables:
1. BC and DR Maturity Scorecards to demonstrate the maturity of UCDH’s BC and DR Programs.
2. RACI matrix outlining all key roles/responsibilities within the program, and their owners.
3. BC and DR Program Roadmaps with timeline objectives to make quantifiable improvements.
4. Areas of improvement and collaboration for both programs.

IV REQUIRED SUBMITTALS FROM SUPPLIERS

A. The bidder must complete and submit the following RFP Attachments:

1. Completed RFP (Excel) (Attachment 1)
2. Confirm acceptance of UC terms and Conditions or provide feedback (PDF) (Attachment 2)
3. Confirm acceptance of HIPAA Business Associate Appendix or provide feedback (PDF) (Attachment 3)
4. Confirm acceptance of Data Security Appendix or provide feedback (PDF) (Attachment 4)
5. Completed appropriate sections of UC Purchase Agreement (Attachment 5)

B. Bidders must maintain the formats of all documents requiring their responses in such documents are to be submitted in their original form. Changes to documents may cause rejection of Bidder’s submittal. Any feedback on the documents is to be provided in a separate WORD document.

C. The University reserves the right to reject any submittals that are:
   • Incomplete or non-responsive
   • Generally unprofessional
   • Late (late bids are immediately rejected)

D. UCDH reserves the right to set the criteria for and make this determination independently in each case.

V BIDDER INQUIRIES

Submit all questions regarding this RFP by **March 08, 2022, 3:00 p.m. Pacific Time** through the CalUSource.net website or by email to maklaas@ucdavis.edu.

VI PROPOSAL SUBMITTAL INSTRUCTIONS

All proposals submitted must be received in the UCDH Purchasing Department no later than March 22, 2022, 3:00 p.m. VIA email to Matt Klaas. NOTICE: The UCDH Purchasing Department will not accept proposal responses received after the due date and time. Please put RFP# 022022 – IT Business Continuity and Disaster Recovery - MK maklaas@ucdavis.edu

Documents requiring Bidder’s responses are to be submitted in their original format. Changes to document formats may cause rejection of Bidder’s submittal.
VII RFP PROCESS TIMELINE

Bidders interested in submitting proposals in response to this RFP should do so according to the following schedule. A Bidder may be disqualified for failing to adhere to the dates and times for performance specified below; please note that dates are subject to change at UC’s discretion.

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date</th>
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<tbody>
<tr>
<td>Release of Request for Proposal</td>
<td>02/15/2022</td>
</tr>
<tr>
<td>Bidder acknowledges Event Overview and returns signed NDA.</td>
<td>03/01/2022</td>
</tr>
<tr>
<td>Deadline for Submission of Written Questions or Request for Clarifications</td>
<td>03/08/2022, 3pm</td>
</tr>
<tr>
<td>Response back to suppliers with answers for clarification</td>
<td>03/15/2022</td>
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<tr>
<td>Deadline for receipt of Suppliers’ Proposals by 3 PM, PST</td>
<td>03/22/2022, 3pm</td>
</tr>
<tr>
<td>*Supplier Presentations, if requested</td>
<td>Week of Apr 18th, 2022</td>
</tr>
<tr>
<td>*Expected execution of contract</td>
<td>05/18/2022</td>
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<tr>
<td>*Awardee commencement of project</td>
<td>05/25/2022</td>
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</tbody>
</table>

* Subject to change at UC’s discretion.

VIII PRICING AND TERM

The University of California Health desires to enter into a Fixed Fee agreement with the successful Bidder on Part 1 and any subsequent projects based on Part 1’s results:

- Part 1 Fixed Fee payment will be made based on acceptance of deliverables
  - UCDH acceptance: The deliverable has been delivered to POC at UCDH based on acceptance criteria identified in the SOW; the deliverable has been reviewed; and UCDH accepts the deliverable as final

IX ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL

UCDH may modify this RFP prior to the RFP due date by issuance of amendments posted on the calusource.net website and by email to all suppliers who receive a copy of this RFP from UCDH by email. Amendments will be clearly marked as such. Each amendment will be numbered consecutively and will become part of this RFP. Any supplier who fails to receive such amendments shall not be relieved of any obligation under this quotation as submitted. SPECIFICATIONS OR RFP REQUIREMENTS MAY BE REVISED ONLY THROUGH WRITTEN NOTICE OF ADDENDUM ISSUED BY Matt Klaas, UNIVERSITY OF CALIFORNIA, DAVIS HEALTH, PURCHASING DEPARTMENT. CHANGES BY ANY OTHER INDIVIDUAL ARE NOT AUTHORIZED.

X BASIS OF AWARD

California Public Contract Code Section 10507 et seq. require that all purchase contracts and/or agreements involving an expenditure of more than $100,000 annually be awarded to the lowest responsible bidder meeting specifications, or else all bids be rejected. The lowest responsible bidder shall be determined on the basis of one of three bid evaluation methodologies: (1) Cost alone, (2) Cost per Quality Point, or (3) Best Value.

Part 1 of this bid shall be evaluated based on the Cost per Quality Point method. In the Cost per Quality Point method, proposals are scored based on a uniform set of weighted evaluation criteria and the price.

Award will be made to the overall best responsive, responsible Bidder whose proposal, in the sole opinion of UCDH, is deemed best able to serve the needs of UCDH contained in this RFP and who have demonstrated the ability to perform the required service in an acceptable manner.
It is the intent of UC Davis Health to review and/or award the resulting contracts to the responsive and responsible Bidders whose proposals are determined to be the best overall value to UC Davis Health. Awards are made for RFP responses with the best overall value to UC Davis Health. Cost shall be a factor in the award but not the only factor.

UC Davis Health may appoint a committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness, best qualifications, and best value for UC Davis Health. The selection committee may select all, some, or none of the awarded suppliers for interviews and/or presentations. If UC Davis Health elects to conduct interviews and/or presentations, awarded Bidders may be interviewed and scored based upon the criteria referenced within RFP. UC Davis Health may also request additional information of awarded Bidders at any time prior to award. UC Davis Health reserves the right to select one, or more, or none of the RFP respondents for award.

Other conditions or issues deemed appropriate by the UC Davis Health staff as it relates to the particular services requested in the RFP.

A prequalification process will be used to identify suppliers who will be invited to participate in supplier presentations. The prequalification process will include but not limited to the review of the supplier responses to determine their ability to meet the operational model, requirements, and expectations of UC Davis Health as outlined in this RFP.

The Bidder with the best cost per quality point score shall be given the opportunity to enter contractual negotiations with UCDH if the cost is within the project funding allotment and Bidder’s proposal is in compliance with all terms and conditions expressed within this RFP document. If UCDH and Bidder are unable to come to satisfactory terms, UCDH reserves its right to pursue other alternatives, including, but not limited to, awarding the opportunity to negotiate with the next best value scoring Bidder.

Additional factors will influence UCDH’s decision in selecting the supplier. In addition to cost considerations, proposals will be evaluated based on Bidder’s references and how well the bidder addresses the following requirements, including but not limited to:

- Supplier proposal content
- Supplier qualifications including overall experience and reputation in the industry
- Supplier’s understanding of the BC/DR road mapping requirements and their ability to provide professional services to perform the evaluation and deliverables requested

XI  BID ACCEPTANCE

The bid submission must be complete, submitted on the forms provided or in the format indicated, and comply with all specifications and legal requirements set in this Request for Proposal.

YOUR PROPOSAL MUST INCLUDE A RESPONSE TO EVERY QUESTION AND SECTION THAT REQUESTS INFORMATION - REFER TO THE SECTION AND CORRESPONDING ITEM NUMBER.

Failure to provide the information necessary to fully evaluate the bid response may result in disqualification of the bid.

UCDH reserves the right to accept, reject or waive any irregularities in any proposal and the right to reject all responses received in response to this request.
XII PROPOSAL CONDITIONS

1. Notwithstanding any other provision of the RFP, Bidders are hereby advised that this RFP is a solicitation of proposals only and is not to be construed as an offer to enter into any contract or agreement. Thus, UCDH reserves the unqualified right to reject any or all proposals for any reason.

2. UCDH shall have the unconditional and unqualified right to withdraw, cancel, or amend this RFP at any time. Bidders will bear all costs incurred in the preparation and submission of the Proposal and related documentation, including bidder’s presentations to UC. UCDH, in its sole discretion, reserves the right to determine whether any Bidder meets the minimum qualification standards, to determine whether a proposal is responsive, and to select a proposal which best serves the health system’s objectives. UCDH reserves the right to negotiate a contract with the selected Bidder.

3. All proposals shall be firm for a period of 180 days following the proposal submission due date.

4. Termination due to Non-Funding. Bidder understands that the obligation of University to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by University (“Funding”), that in the event that through no action or inaction on the part of University, the Funding is withdrawn, University shall have the right to withdraw the RFP without damage, penalty, cost, or further obligation.

5. Responses to this RFP should be made according to the instructions contained herein. Failure to adhere to RFP instructions may be cause for rejection of the proposal. A proposal, which contains conditions or limitations set up by the Bidder, may be deemed irregular and subsequently rejected by UCDH. There is no right to appeal.

6. False, incomplete, or unresponsive statements in the proposal response may be cause for its rejection. The evaluation and determination of the fulfillment of the RFP requirements will be UCDH's responsibility and its judgment shall be final. There is no right to appeal.

7. UCDH reserves the right to interpret or change any provision of this RFP at any time prior to the proposal submission date. Such interpretation or change shall be in the form of a written addendum to this RFP. Such addendum will become part of this RFP and any resultant contract. Such addendum shall be made available to each company that has received an RFP. Should such addendum require additional information not previously requested, a Bidder's failure to address the requirements of such addendum in the proposal response might result in the proposal not being considered.

8. UCDH has, at its sole discretion, the unconditional and unqualified right to determine that a time extension is required for submission of proposals, in which case, a written RFP addendum issued by UCDH shall indicate the new submission date for proposals. This action may be taken by UCDH up to and until it has formally awarded the contract.

9. Prior to the final submission date, any Bidder may retrieve their proposal to make additions or alterations. Such retrieval, however, shall not extend the final submission date.

10. Bidders wishing to submit proposals in response to this request do so entirely at their own expense, and submission of a proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise.

11. PUBLIC INFORMATION AND TRADE SECRETS—The California Public Records Act limits UCDH’s ability to withhold pre-qualification and bid data to trade secrets or records, the disclosure of which is exempt or prohibited pursuant to federal or state law. If a submittal contains any trade secrets that Bidder does not
want disclosed to the public or used by UCDH for any purpose other than evaluation of the Bidder's eligibility, each sheet of such information must be marked with the designation "Confidential." UCDH will notify the Bidder of any request, by another party, to inspect such confidential information. Bidder will have an opportunity to establish that such information is exempt from inspection in any proceeding to compel inspection.

12. All computer programs and data made available by UCDH to Bidders hereunder shall remain the property of the UCDH and shall be maintained, used, and disseminated in accordance with the California Information Practices Act of 1911, Civil code Sections 1798 through 1798.76, and the California Public Records Act, Government Code Section 6250 through 6260. All listings and all copies of listings that reveal names or identification numbers of individuals (i.e., employees, patients, etc.) shall be destroyed or returned to UCDH.

13. Bidders may not distribute any announcement or news release regarding this RFP project without written approval by the University of California Davis Health. Any materials to be provided to regulatory agencies, other entities, or to the public shall be submitted to the UCDH for review and distribution unless otherwise directed by a UCDH representative.

14. All agreements resulting from this RFP shall be construed and enforced in accordance with the laws of the State of California.

15. Collusion among Suppliers is not allowed. If there is proof of collusion among Suppliers, UC will reject all proposals involved in the collusive action.

16. Joint Ventures or Subcontracts for Products or Services Requested: No contract shall be made by the awarded supplier with any other party for furnishing any of the work or services herein contracted for without the written approval of UC Davis Health. This provision will not be taken as requiring the approval by UC Davis Health for employment between the awarded supplier and employees.

17. Piggyback: The University of California Davis Health (UCDH) grants other University of California (UC) entities the right to acquire the properties and/or services from a resulting contract based on this competitively bid Request for Proposal (RFP). By submitting an RFP that results in a contract, the Contractor agrees to make the same bid terms and price, exclusive of freight and transportation fees, available to other University of California entities. UCDH will not be responsible for any problems or issues, which may arise between UC entities and the Contractor as a result of any sales and/or purchases made.

18. Furnished Property: No material, labor or facilities will be furnished by UC Davis Health unless otherwise provided for in this RFP.

19. Responsibilities of contracted supplier: Contracted supplier and its employees shall at all times diligently, professionally and ethically carry out their responsibilities under this Agreement in the best interest of UC Davis Health and its patients.

20. Standard of Practice: Supplier shall be in compliance and ensure that all staff it provides to UC Davis Health under this Agreement shall conduct themselves in accordance with the requirements and recommendations of all applicable laws, the Joint Commission on Accreditation of Healthcare Organizations, OHSA, CDC regulatory agencies, the policies and procedures of UC Davis Health and current standards of practice as they pertain to performance of services under this Agreement.
21. Compliance with Applicable Law: During the term of this Agreement, supplier is, and shall cause its staff to be, in compliance with all applicable local, municipal, state and federal laws and all rules and regulations applicable to the services described herein.

22. Cancellation of this RFP and/or contracted supplier Agreement: UCDH reserves the right to cancel any RFP or contracted supplier award or any parts of any resulting contract when: (a) it is found that product quality, service or delivery is not in keeping with the provisions of this RFP and the contracted supplier has not cured the deficiencies within five (5) days of written or verbal notification, or (b) an item or items or service(s) are no longer needed. Cancellation notification under this provision shall be given to the awarded supplier in writing no later than thirty (30) days prior to the date the cancellation is effective. UCDH reserves the right to cancel with 30 day notice for cause or changing market conditions, or changing UCDH department(s) requirements, or changing requirements and/or savings identified through UCDH Value Analysis process, or identification of new technology/products, or due to mergers and/or affiliations of UCDH. (c) The product or service may be obtained through group purchasing activities with other institutions or firms. (d) The cancellation of the RFP or awarded supplier award is determined to be in the best interest of UCDH.

23. Use of Name: The awarded supplier(s) shall be prohibited from making any reference to UCDH, UC Davis Health or its health systems and the use of the UC Davis Health logo or the logo of its health systems, in any literature, promotional material, brochures, or sales presentation without the express written consent of UC Davis Health.

24. Exclusion from Federal Health Programs: Awarded supplier and/or its approved supplier(s) may not be excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b-(f) and/or be presented on the exclusion database of the Inspector General (OIG) or the Government Services Administration (GSA); convicted of a criminal offense related to the provisions of health care items or services but have not yet been excluded, debarred or otherwise declare ineligible to participate in the Federal health care programs; under investigation or otherwise aware of any circumstances which may result in awarded supplier or any of its approved supplier(s) being excluded from participation in the Federal health care programs and/or being included on the OIG and/or GSA exclusion database; debarred, suspended excluded or disqualified by any Federal government supplier or department or otherwise declared ineligible from receiving Federal contracts or federally approved subcontracts or from receiving Federal financial and nonfinancial assistance and benefits; and/or under investigation or otherwise aware of any circumstances which may result in awarded supplier or any of its approved supplier(s) being debarred, suspended, excluded or disqualified by any Federal government supplier or department or being excluded from receiving any Federal contracts or subcontracts or participating in any Federal financial and nonfinancial assistance and benefits.

XIII TERMS AND CONDITIONS (this is in conjunction with UC Terms and Conditions, Attachment 2.)

University of California, Davis Health, Purchase Agreement (Attachment 5) incorporating: University Terms and Conditions for Purchase (Attachment 3), HIPAA BAA (Attachment 4) and Data Security & Privacy (Attachment 5) will be the Master Agreement for this engagement.

b) Payments for University purchases for services for any future Agreement shall not be subject to any late or interest charges.

c) If awarded a contract, Supplier must name UC as an additional insured and furnish a certificate of insurance acceptable to UC as outlined in the Terms and Conditions set forth in the RFP.

d) Any order resulting from this Request for Proposal shall be subject to the examination and audit by the California State Auditor for a period of three years after final payment under this order. The examination
and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the cost of administering the contract.

e) Supplier shall exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the University and the UC Regents.

f) Throughout the term of any subsequent Agreement, Supplier shall not accept any employment or engage in any work, which creates a conflict of interest with the University or in any way compromises the work to be performed under this RFP or subsequent Agreement.

g) Supplier and/or its employees shall not offer gifts, entertainment, payment, loans, or other gratuities or consideration to University employees, their families, other Suppliers, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the University’s interest or for personal gain. Supplier shall immediately notify the University of any and all such violations of this clause upon becoming aware of such violations.

Health Care Criminal Offense Exclusion:

The Bidder certifies that neither the Bidder, nor its shareholders, members, directors, officers, agents, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by an federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

Bidder acknowledges and agrees:

Notification Requirements-Bidder shall notify UCDH immediately in the event that (1) Bidder is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid, or another federal health care program; or (2) Bidder is excluded from participation in any federal health care program, including Medicare and Medicaid.

Termination-UCDH may terminate any resulting Agreement immediately in the event that (1) Bidder is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; or (2) Bidder is excluded from participation in any federal health care program, including Medicare and Medicaid.

University Terms and Conditions

Please indicate your compliance (Yes/No) with
- UC Terms and Conditions of Purchase - (Attachment 1) ___
- Appendix – HIPAA Business Associate – (Attachment 2) ___
- Appendix – Data Security and Privacy – (Attachment 3) ___
- UC Purchase Agreement-(Attachment 4) ___
A. Please specify your level of compliance with the terms and conditions as set forth in this RFP.

- [ ] 100% Compliance – All terms and conditions of the RFP are accepted without any exceptions, limitations and/or exclusions.

- [ ] Concession Requests – Acceptance with non-contingent concessions requested.

- [ ] Limited/No Compliance – Acceptance contingent upon exceptions, limitations, and/or exclusions

B. All exceptions, limitations, and/or exclusions should be provided as an exhibit to the response and should include but not limited to the following information:

- RFP section number and description/requirement
- Details regarding exception, limitation and/or exclusion
- Suggested alternative, if applicable

C. UC Davis Health reserves the right to review all exceptions, limitations and/or exclusions to determine its appropriateness to the scope of services as outlined in this RFP and may determine as the result of its review to disqualify a respondent from further consideration.

D. Indicate that bidder has completed all tabs their entirety in Attachment 1 - Questionnaire_____

E. Indicate that bidder has completed the Statement of Work _____

XIV GENERAL INFORMATION / CERTIFICATION

The Bidder shall not maintain or provide racially segregated facilities for employees at any establishment under the Bidder’s control. The Bidder agrees to adhere to the requirements set forth in Executive Orders 11246 and 11375, and with respect to activities occurring in the State of California, to the California Fair employment and Housing Act Government Code section 2900 et seq.). Expressly, the Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition, marital status, age, physical and mental handicap in regard to any position for which the employee or applicant for employment is qualified, or because he or she is a disabled veteran or veteran of the Vietnam era. The Bidder shall further specifically undertake an outreach effort in regards with the hiring, promotion and treatment of minority group persons, women, the handicapped, and disabled veterans and veterans of the Vietnam era. The Bidder shall communicate this policy in both English and Spanish to all people as concerned within its company, with outside recruiting services and the minority community at large. The Bidder shall provide the University, upon request, a breakdown of its labor force by groups, specifying the above characteristics within job categories, and shall discuss with the University its policies and practices relating to its programs.

Please complete the supplier contact information requested below:

Company Name ____________________________

Federal Employer Identification # ____________________________

Contact Person/Title ____________________________

Address ____________________________
Telephone Number

Fax Number

Email Address

I certify that I am authorized to sign on behalf of the organization I represent for this offer and agree to all terms and conditions described herein.

_______________________________________  ____________
Authorized Signature                      Date

_______________________________________
Printed Name