

UCI Health

REQUEST FOR PROPOSAL
Comprehensive Oncology Services Strategic Assessment
RFP# 0607UCIH2019

Date Issued: 06/07/2019

QUESTION DUE DATE: 06/21/2019*

SUBMITTAL DUE DATE: 07/05/2019*

*By: 3:00 P.M., Pacific Time

Procurement Contacts

Susanna Rustad
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E-mail: srustad@uci.edu

James Schmitt
Tel # (714) 509-2420
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Return Response to:

Via email

Subject line (Comprehensive Oncology Services Strategic Assessment) RFP# 0607UCIH2019
srustad@uci.edu and james.schmitt@uci.edu

AND

Printed hard copy

Procurement and Contracting Department
UCI Health
ATTN: Susanna Rustad
1500 South Douglass Road
Anaheim, CA 92806

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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 Irvine Health Profile

University of California, Irvine Health (UCIH) provides the organizational framework that enables the University of California, Irvine to fulfill its teaching, research, patient-care and public service missions. It consists of the School of Medicine (SOM), the UC Irvine Medical Center (UCIMC), the UC Irvine Medical Group and several specific centers, such as the Chao Family Comprehensive Cancer Center, H. H. Chao Comprehensive Digestive Disease Center, UC Irvine Family Health Center, Gottschalk Medical Plaza and The Gavin Herbert Eye Institute on the UCI campus. The UC Irvine Medical Group, the health system's physician network, includes over 400 faculty physicians and surgeons in multiple outpatient locations.

UC Irvine Medical Center is one of five teaching hospitals operated by The Regents of the University of California. UCIMC is a 417-bed, fully accredited hospital, which serves as the main clinical education site for the UCI School of Medicine. Prior to its acquisition by The Regents in 1976, the hospital was owned and operated by the County of Orange and served as the primary provider of health care to Irvine's medically indigent population.

As the only university-based care provider in Orange County, UCI Health is a multifaceted organization dedicated to the discovery of new medical frontiers, the teaching of future care providers, and the delivery of the finest evidence-based care. It serves as the primary tertiary and quaternary care referral center for nearly four million people residing in and around Orange County, western Riverside County and southeastern Los Angeles County. It is also home to Orange County's only National Cancer Institute (NCI) designated comprehensive cancer center, providing access to leading clinical care and trials not available anywhere else in the county. This recognition reflects UC Irvine Health's expertise in translating leading-edge scientific findings into clinical cancer treatment on all levels.

The Cancer Center is recognized for providing the highest quality care by the Quality Oncology Practice Initiative (QOPI) Certification Program, which is an affiliate of the American Society of Clinical Oncology, and is also a Blue Distinction® Center for Complex and Rare Cancers. This designation is given by the Blue Cross Blue Shield Association to centers offering the full range of patient assessment, treatment planning, complex inpatient care and major surgical treatments for adults — all delivered by teams with distinguished expertise and subspecialty training for complex and rare cancers.

Thank you for your interest in the University of California, Irvine Health (UCIH).

II. Scope of Work

UC Irvine Health (UCIH) is seeking to find a qualified firm that will provide Comprehensive Evaluation and Strategic Assessment of Oncology services provided at UC Irvine Medical Center. UCIH aims to understand all aspects of Oncology Services business development, current state, challenges and successes, prospects for future state, and innovation attainment. Suppliers should propose cost estimates that best reflect their understanding of the project's scope.

The selected Bidder will be responsible for the following:

- Conducting a comprehensive, deep-dive analysis of Oncology Services provided at UCI Health.
- Performing internal and external competitive SWOT analyses of the oncology service line, capabilities as they compare to regional providers, positioning in the market, competitor analysis for the Orange County primary and secondary service areas.

- Evaluating all clinical staff including but not limited to people - power needs, including how they relate to research requirements (NCI P-30).
- Producing a 5-year forecast of findings, opportunities, and strategy based on analyses.

III. BIDDER INQUIRIES

If you plan to respond to the RFP, you must notify Susanna Rustad or James Schmitt via email no later than 06/21/19 in order to receive timely addendums. Questions or requests for clarification regarding the RFP must also be submitted to Susanna Rustad or James Schmitt, via email, no later than 06/21/19 by 3:00 pm PDT. Individual questions will not be answered directly to submitter. All questions submitted shall be responded to as an Addendum to this RFP. The Addendum will be provided to each qualified responder of record. The identity of the submitter of any particular question will not be disclosed. Inquiries and questions regarding this RFP will not be entertained after 06/22/19.

Susanna Rustad
Tel # (714) 380-4997
E-mail: srustad@uci.edu

James Schmitt
Tel # (714) 509-2420
E-mail: james.schmitt@uci.edu

IV. PROPOSAL SUBMITTAL INSTRUCTIONS

All proposals submitted must be received in the UCIH Purchasing Department no later than 3:00 PM 07/05/19 VIA EMAIL to Susanna Rustad and James Schmitt. NOTICE: UCIH Purchasing Department will not accept proposal responses received after the due date and time. Please put "Comprehensive Oncology Services Strategic Assessment" in the subject in your emailed response to srustad@uci.edu and james.schmitt@uci.edu.

V. TIMETABLE / DUE DATES

RFP release date	06/07/19 3:00 PM
Bidder Questions due by	06/21/19 3:00 PM
Responses posted by UCIH	06/28/19 3:00 PM
RFP Bidder Response due date and time	07/05/19 3:00 PM
Vendor presentations to take place	TBA
Anticipated award date	TBA
Anticipated contract start date	TBA

All responses must be sent digitally to srustad@uci.edu and james.schmitt@uci.edu. Please note: email message size is limited to 10 Mb. One complete and final hard copy should also be sent to:

Procurement and Contracting Department
UCI Health
ATTN: Susanna Rustad
1500 South Douglass Road
Anaheim, CA 92806

VI. PRE-QUALIFICATION QUESTIONS

NOTE: YOUR PROPOSAL RESPONSE MUST INCLUDE A RESPONSE TO EVERY QUESTION AND SECTION THAT REQUESTS INFORMATION. FAILURE TO RESPOND TO ANY QUESTION MAY BE

FOUNDATIONS FOR DISQUALIFICATION. PLEASE REFER TO THE SECTION AND ITEM NUMBER (i.e. RESPONSE TO REQUIREMENTS) IN YOUR REPOSENSE.

Mandatory

The following represents pre-qualification criteria. Responses of "NO" or that are incomplete and/or do not meet the University's expectations, basic requirements, and standards of performance may be disqualified and the bid rejected. UCIH reserves the right to set the criteria for and make the determination independently in each case. **Please answer Yes or No to each numbered item.** All answers must be in the order of the questions listed herein, and properly identified. In the event Bidder has a conditional response, Bidder must supply additional information; otherwise, the question may be deemed as unanswered. Any questions deemed unanswered may result in the disqualification of Bidder. A conditional response is one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of this RFP. Alternate proposals will not be considered. An alternate proposal is defined as one which is submitted in addition to the bidder's primary response to the RFP. The successful Bidder shall be bound by the terms and conditions of the RFP and as it may be modified by Contract of the Parties. **Technical or Promotional materials may be referenced as attachments or appendices; however, such technical or promotional materials may NOT be used in lieu of answering any questions.**

Bidder agrees to the following: all terms will be binding and included in the final contract. Any conditions placed upon any of the following terms must be documented in Bidder's proposal and may or may not be accepted by UCIH for the final contract.

1. Bidder shall release and hold harmless UCIH from any and all claims, liability, judgments, losses and expenses, including reasonable costs, collection expenses and attorney's fees, which Bidder may suffer as a result of a claim by any of Bidder's employee(s) for injury(s) suffered by Bidder's employee(s) while such employee(s) is in any of the UCIH's facilities or vehicles. **Agree YES No.**
2. Venue and jurisdiction shall be exclusively in Orange County, California Superior Court applying California law and procedure for any and all claims of loss or injury between UCIH and Bidder. **Agree YES No.**
3. Bidder consents and agrees that UCIH shall be able to terminate for convenience, upon 30 days written notice, the relationship, and all contracts entered between Bidder and UCIH pertaining to the subject matter of this RFP. **Agree YES No.**
4. Bidder consents and agrees that UCIH is the final authority and has sole discretion to prohibit any of Bidder's staff, agents, employees, supervisors and /or managers from remaining on university property. UCIH's decision is final. **Agree YES No.**
5. Bidder consents and agrees to be subject to the UC Terms and Conditions as written in this RFP, and as attached to this RFP. **Agree YES No.**
6. Bidder must consent and agree to execute UC's HIPPA BAA, as attached to this RFP. **Agree YES No.**
7. Bidder must consent and agree to execute UC's Data Security and Privacy Appendix, as attached to this RFP. **Agree YES No.**

VII. PRICING AND TERM

- Bidder must present its best and final pricing, including a complete description of any value Bidder offers in addition to what is specified in the requirements.
- Bidder must fully complete the pricing proposals.

*To be considered, Bidders must propose complete pricing proposal for **one-year** term agreement.*

Please include all costs, including the following, in both of your proposals:

- Estimated budget, including fees and expenses.
- For fees, provide the hourly rate and hour detail by staff person including timeline of their deployment.
- Expenses, including supporting details.

VIII. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL

UCIH may modify this RFP prior to the RFP due date by issuance of amendments sent by email, facsimile, overnight courier or mail to all vendors who receive a copy of this RFP from UCIH. Amendments will be clearly marked as such. Each amendment will be numbered consecutively and will become part of this RFP. Any vendor 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 JAMES SCHMITT OR LAURIE GALE, UNIVERSITY OF CALIFORNIA, IRVINE MEDICAL CENTER, PURCHASING DEPARTMENT. CHANGES BY ANY OTHER INDIVIDUALS ARE NOT AUTHORIZED.

IX. BASIS OF AWARD

In addition to the questions listed above in the RFP, Proposals will be evaluated using a two-tier evaluation. Responses shall initially be evaluated for factors listed in **Tier 1 Qualification Statement, Attachment 1**. To be eligible to advance to **Tier 2 Technical Proposal and Questions, Attachment 2** a Bidder must meet the minimum requirements and receive at least seventy (70%) of the available Tier 1 quality points. Those Bidders receiving less than (seventy) 70% of the total quality points in the Tier 1 evaluation shall be eliminated from further consideration. Qualified Bidders must also receive at least 70% of available points in the Tier 2 evaluation to be considered for contract award.

To determine the lowest cost per quality point, each Bidder's quoted fee(s), as specified in the **Cost Proposal, Attachment 3**, will be divided by the total quality points awarded to that particular Bidder's response for **Tier 2 Technical Proposal**. More than one person may evaluate responses. If evaluated by two or more individuals, an average of all the quality points awarded per category will be used.

Live, in-person presentations or demonstrations may be requested of 2 or more Bidders having the lowest cost per quality point scores. All live events will be scored. After the individual presentations/demonstrations are completed, if any, the cost per quality point will be re-calculated to include the points awarded in Tier 2 and the presentations/demonstrations.

The Bidder with the lowest cost per quality point shall be given the opportunity to enter into contractual negotiations with UCIH 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 UCIH and Bidder are unable to come to satisfactory terms, UCIH reserves its right to pursue other alternatives, including, but not limited to, awarding the opportunity to negotiate with the next lowest cost per quality point Bidder.

Responses that are incomplete, in that there has been failure to respond in all of the requested areas, may be disqualified. UCIH reserves the right to set the criteria for and make this determination independently in each case. There is no appeal.

UCIH reserves the right to accept, reject or waive any irregularities in any proposal. UCIH reserves the right to reject all responses received in response to this request. There is no appeal.

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.

An agreement shall be entered into only after it has been determined that prices are reasonable. The University reserves the right to have the Bidder provide supporting documentation justifying Bidder's pricing and Bidder's ability to meet proposed University agreement obligations prior to issuance of an award or agreement. Any proposal that appears to have unrealistically low prices or other implausible terms may be rejected, in the University's sole discretion. There is no appeal.

X. 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, UCIH reserves the unqualified right to reject any or all proposals for any reason.
2. UCIH shall have the unconditional and unqualified right to withdraw, cancel, or amend this RFP at any time. Bidders shall bear all costs associated with the preparation and furnishing of responses to this RFP. UCIH, 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. UCIH 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. 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 UCIH. There is no right to appeal.
5. 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 UCIH's responsibility and its judgment shall be final. There is no right to appeal.
6. UCIH 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.

UCIH 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 UCIH shall indicate

the new submission date for proposals. This action may be taken by UCIH up to and until it has formally awarded the contract.

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.

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.

7. **PUBLIC INFORMATION AND TRADE SECRETS**--The California Public Records Act limits UCIH'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 UCIH for any purpose other than evaluation of the Bidder's eligibility, each sheet of such information must be marked with the designation "Confidential." UCIH 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.
8. All computer programs and data made available by UCIH to Bidders hereunder shall remain the property of the UCIH 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 UCIH.
9. Bidders may not distribute any announcement or news release regarding this RFP project without written approval by the University of California Irvine Health. Any materials to be provided to regulatory agencies, other entities, or to the public shall be submitted to the UCIH for review and distribution unless otherwise directed by a UCIH representative.
10. All agreements resulting from this RFP shall be construed and enforced in accordance with the laws of the State of California.
11. **Piggyback:** The University of California Irvine Health (UCIH) 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. UCIH 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.

XI. TERMS AND CONDITIONS (This is in conjunction with UC Terms and Conditions, Attachment 4.)

University of California, Irvine Health, Purchase Agreement, Standard University Terms and Conditions for Purchase and Privacy will be in effect for this engagement. The University of California Terms and Conditions are attached to this agreement.

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

As part of this agreement, the vendor must meet the insurance requirement outlined in the University of California Terms and Conditions. All of the required policies shall name the Regents of the University of California as an additional insured, shall be in a form as issued by an insurer approved by the UCIH, and shall contain an endorsement requiring not less than thirty (30) days written notice to UCIH prior to any cancellation or modification thereof. Thereafter, a certificate evidencing the renewal of each such policy shall be furnished to UCIH at least ten (10) days prior to the expiration of the term of such policy. Failure to comply with this requirement may result in cancellation of any order resulting from this Request for Proposal and/or resulting contract(s).

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.

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.

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. 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.

XII. 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.

Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its subsupplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that a) UC may terminate the Agreement without further obligation for noncompliance, and b) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

Please complete the vendor contact information requested below:

Company Name _____

Federal Employer Identification # _____

Contact Person/Title _____

Address _____

Telephone Number _____ Fax - _____

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

ATTACHMENT 1

TIER 1

QUALIFICATION STATEMENT

YOUR PROPOSAL MUST INCLUDE A RESPONSE TO EVERY QUESTION AND SECTION THAT REQUESTS INFORMATION, REFERRING 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.

NOTICE: These questions are scored as part of basis for award per Article IX above.

The Qualification Statement must contain a description of the Bidder's corporate qualifications, area of expertise, and prior experience with providing services similar to those described in this RFP, including, but not limited to the following:

1. Company Ownership and Management

- a. Company name:
- b. Address:
- c. Phone:
- d. Fax:
- e. E-mail:
- f. Internet address:
- g. Provide names and titles of company principals.
- h. When was your company founded?
- i. Who owns the company? If a subsidiary of another company, please provide name and location of the company's headquarters and principal place of business, if different.
- j. Is your organization a corporation, partnership, LLC, or sole proprietorship, and of which State?
- k. Is your organization an Equal Opportunity Employer?
- l. Provide the name and title of the individual, telephone number, and e-mail address with whom to communicate for this bid.
- m. Has your company ever been sued for breach of contract? If so, describe in detail, including what the issues are/were and the outcome.
- n. Has your company ever sued a client and/or customer for breach of contract? If so, describe in detail, including what the issues are/were and the outcome.
- o. Has your company ever filed for bankruptcy? If so, provide dates, details, jurisdiction, and anticipated outcome.

2. Company Organization and Staff

- a. Identify by name all firm staff to be involved in the project as well as engaged in management/oversight. Provide profiles or resumes for all of these individuals.
- b. Please include a detailed description of the experience, qualifications, and expertise that your company will provide to UCIH, as they pertain to this RFP.
- c. It is essential that qualified professionals are selected for this engagement. Please describe your company's hiring and employee selection and retention process, in detail.

3. References

- a. Provide organization names and specific individual contacts for at least three (3) **similar customers, with at least one of which are also from a NCI designated cancer center**, you have that may furnish a reference. The references may be from current or prior clients. The references will be used as a basis for inquiry concerning the Bidder's quality of service. Furnishing incorrect and/or incomplete reference information may lead to bidder's elimination from consideration for award. The decision to eliminate Bidder from consideration for award for poor reference checks or for incorrect and/or incomplete reference information shall be at the sole discretion of UCIH and shall not be subject to appeal.

4. Conflict of Interest

- a. Identify by name and University position any University officer, faculty member, or other employee who holds a position of director, officer, partner, trustee, manager, or employee in the Bidder's organization, as well as the name of any near relatives who are employed by the University.
- b. Provide a statement of the total dollar amount of work performed for the University of California in the past twelve (12) months and listing of the campus(es) served.
- c. The contract will not be awarded to any person, company, or corporation that has failed to perform in a satisfactory or faithful manner on any previous contract or purchase order with the University of California.

5. University Terms and Conditions

- a. Please indicate your compliance and acquiescence with the University terms and conditions specified in the RFP, including the University of California Purchase Agreement and BAA and Data Security and Privacy Appendices.

6. Health Care Criminal Offense Exclusion

- a. Does Bidder certify that neither the Bidder, nor any of its shareholders, members, directors, officers, agents, employees, servants, or members of its workforce have ever 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 deferred 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 misfeasance or malfeasance 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 interference with or obstruction of any investigation into any criminal offense described in (a) through (d), above. Does Bidder further agree to notify UCIH immediately after

the Bidder becomes aware, or reasonably suspects, that any of the foregoing representation and warranties may be inaccurate or may become incorrect?

- b. Notification Requirements. Bidder shall notify UCIH 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. Does Bidder agree to notify UCIH of the above, throughout the term(s) of this engagement?

- 7. **Termination.** Does Bidder agree that UCIH may terminate any resulting Agreement, immediately, and bar Bidder from UCIH property 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?

ATTACHMENT 2

TIER 2

TECHNICAL PROPOSAL AND QUESTIONS

NOTICE: Failure to provide the information necessary to fully evaluate the bid response and/or providing a response that is not customized to completely address the requested information, may result in disqualification of the bid.

NOTICE: These questions are scored as part of basis for award per Article IX above.

MANDATORY QUESTIONS

Please, fully and completely, answer the questions below:

1. Describe your company's area of expertise and prior experience with performing comprehensive and strategic assessments as specified in this RFP.
2. How many other active contracts is your company a party to in California? Provide a list of your current clients/customers and describe the nature and extent of each contract.
3. Provide a complete and comprehensive implementation plan for UCIH through this RFP.
4. Does your company have any prior experience with UCIH or any other University of California locations (Campus, Medical Centers, etc.)? If so, provide details of those engagements.

ASSESSMENT SERVICES QUESTIONS

1. Do you have a standard methodology for performing assessments?
2. Describe how your methodology will guide your approach to designing and implementing the assessment. Are there any limitations to your approach?
3. Describe the key activities that will inform the competitive SWOT analysis, gap analysis, and 5-year outlook for Oncology Services at UCIH.
4. Describe the key deliverables your team will produce for the engagement, including a detailed schedule of work.

ATTACHMENT 3
COST PROPOSAL

All Bidders must provide complete and detailed cost proposals for a one-year agreement. Include the following in your proposal:

- Provide your estimated project budget, including fees and expenses.
- For fees, provide the hourly rate and hour detail by staff person including timeline of their deployment.
- Expenses, including supporting details.

NOTICE: the top two (2) scoring bidders may be invited for an in-person presentation.

Each Bidder must include definitive pricing, including any and all costs, expenses, charges and fees, based on the information contained in this RFP, and the following:

1. Provide a specific example of your company's invoice consistent with the pricing proposals in this RFP.
2. UCIH has the right to audit your company's billing process at any time during the term of contract.
3. Please specify any and all ancillary charges, how these charges will be assessed and measured. Any fees, charges, costs, or other monetary invoicing expenses that are not included in your pricing proposals hereto, but are later presented to UCIH to become part of the contract negotiation process for this engagement, may be rejected by UCIH at the sole discretion of UCIH; moreover, such non-disclosures may disqualify bidder from this engagement. Please indicated in detail what factors will be used to adjust pricing (if applicable) upward and downward, during the term of the contract.
4. Net terms are thirty (30) days from receipt of undisputed invoices, with no fees or interest for untimely payment.