

From: [Jeff Barrett](#)
To: [Gina Anderson](#)
Subject: Administrative Systems Review (200-45) - Case Management Solution for the Shared Service Center
Date: Monday, April 25, 2011 4:05:05 PM

Hello Gina,

We'd like to invite the Academic Senate to participate in the following review under the 200-45 Administrative Computing Policy:

Project: Case Management Solution for the Shared Service Center
Sponsor: Organizational Excellence Initiative
Details: <http://admincomputing.ucdavis.edu/projects/oe-case-mgmt-stdrev.cfm>

Overview:

In accordance with the Chancellor's Organizational Excellence/Shared Service Center Initiative, "Case Management" is one of six core technologies identified to be implemented, with the primary goals of reducing costs, improving service, and increasing process efficiency in the Human Resources, Finance, and Information Technology Shared Service Centers (SSCs). UC Davis does not currently own or use comprehensive case management tools in the HR, finance, payroll and IT functions that the SSC could leverage, and therefore a new solution is sought.

A request for proposal (RFP) for the purchase of the case management solution was released on April 19, 2011. Comments regarding the attached project description and RFP will assist in the procurement and implementation of the new case management solution. Project sponsors would especially value feedback in the following areas:

- RFP management
- Major system selection methodology
- Potential case management solution integration points
- Major system long-term support and maintenance
- Any other area you feel is important to the procurement and implementation of the case management solution

Status:

- ***This standard review is a follow-up to prior, conceptual case management reviews for the IT, HR and Finance Shared Service Centers.***
- We are seeking a brief statement summarizing the Academic Senate's feedback/position regarding the proposed system. You can send any Senate feedback directly to me, in whatever electronic format (Word, PDF, etc.) is most convenient for you.
- As with other projects, 200-45 provides a venue for ongoing review and discussion. In addition to a formal Academic Senate response, direct comments from Senate members are always welcome. (As previously discussed, we are careful to distinguish between individual comments and the official positions of campus organizations.)

Best Regards,

Jeff

Jeff Barrett
Technology Collaboration Liaison
Administrative and Resource Management / Information and Educational Technology
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530-754-5666

If members wish to comment directly, we have established a SmartSite for 200-45 project reviews. For those who have not yet joined, directions for signing up and participating are as follows:

To access the 200-45 Review SmartSite

1. Go to SmartSite (<http://smartsite.ucdavis.edu>) and select the Log In button in the top right corner.
2. Enter your UC Davis LoginID and password.
3. The first time you access the site, you will need to join the 200-45 Review site so you can participate in the discussion forum.
 - To join, click Membership under the My Workspace tab in the top left corner.
 - Select Joinable Sites at the top of the Membership window.
 - Select Join under the 200-45 Review entry. (The site list is alphabetical, so it should be near the top.)
 - You now should see a 200-45 Review tab to the right of the My Workspace gold tab (or in the More pull-down menu in the upper right corner).
4. Click on the 200-45 Review tab to enter the site.

To provide feedback or ask questions regarding a project under review

1. Within the 200-45 SmartSite, choose Project Forums.
2. Select the specific project (called a Topic in SmartSite) that you would like to discuss.
3. Within a Topic, you can choose Post New Thread to add new comments or questions.
4. To contribute to an existing discussion or respond to a question, select the item of interest and choose Reply.

You can also pose questions directly to the project contacts; they are listed on the project page referenced above.

(For examples of previously submitted projects and feedback, please see <http://admincomputing.ucdavis.edu/projects/>.)

Be green - please print only when necessary



UNIVERSITY OF CALIFORNIA, DAVIS
MATERIEL MANAGEMENT/ PURCHASING SERVICES
3215 APIARY, DAVIS, CALIFORNIA 95616-5270

REQUEST FOR PROPOSAL

RFP # 01-015654278AM

DATE E-MAILED/POSTED: April 19, 2011

RFP DUE DATE: May 10, 2011, 3:00 pm PST.

The **UNIVERSITY** Web address for downloading this document and any updates or addendum until the submittal due date is:

<http://purchasing.ucdavis.edu/ucdbids/index.cfm>

Buyer Contact: Alex Martin

Buyer Supervisor

Tel. # 530-754-1382

Fax # 530-757-8720

E-mail: aamartin@ucdavis.edu

PROPOSAL FOR: CASE MANAGEMENT SYSTEM

REQUEST FOR PROPOSAL CONTENTS:

- Background
- Specification/Scope of Work
- General Information/Terms and Conditions
- Appendices A and DS

Deviations from Specifications: Any deviation from the specifications shall be identified and fully described. The right is reserved to accept or reject proposals on each item separately, or as a whole, and to waive any irregularities in the proposal; irregularities may, however, render the proposal 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

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1. INTRODUCTION/OVERVIEW

The University of California, Davis, Division of Administrative Resource Management (**UNIVERSITY**) is soliciting bids from qualified **BIDDERS** (Vendors, Contractors, and Respondents) for a Case Management System. Bid finalists shall be expected to meet the requirements specified in this Request for Proposal (RFP) document.

OVERVIEW

Terminology

This list of terms is used to define “Case Management Solution.” The terms are presented in order, building toward that definition.

Incident – Any disruption to normal business operations, e.g. “my paycheck direct deposit did not occur” or “my computer does not boot.”

Problem – An underlying condition that causes multiple, related incidents, e.g. a virus prevents many computers from booting.

Service Request – A request for normal business services, not related to an incident or problem, such as “new employee background check” or “new computer setup.”

Case Management – Refers collectively to recording, tracking, resolution, analysis and reporting of incidents, problems and service requests. Case management, in turn, supports other activities such as continual process improvement, knowledge accumulation, change management, and so forth.

Knowledge Management – The collection, distribution, and maintenance of knowledge related to business operations throughout the organization. “Knowledge” includes but is not limited to content on policies, regulations, how-to procedures, workflows and checklists, multimedia presentations, third-party articles, stored documents and incident and problem resolutions.

Case Management Solution – An enterprise-level software application that performs both case management and knowledge management functions. The solution may or may not require on-premise system architecture components (components necessary to support the case management solution, but are not part of the solution software application, such as servers, middleware, databases, hardware, telecom and other peripherals).

Project Background

In 2009, under increasing budget pressure caused by the reduction of funding from the State of California, University of California president, Mark Yudof, charged each UC campus to meet the circumstances according to their unique abilities. University of California Davis Chancellor, Linda Katehi, chose to meet the reductions in part, by implementing a Shared Service Center (SSC) in the functions of finance, payroll, human resources and information technology as a strategy to lower UC Davis’ administrative costs.

In 2010 ScottMadden, a consulting firm with SSC implementation experience was commissioned to perform a current state assessment, evaluate the business case for SSC implementation, and make recommendations for services, process improvements, staffing

models, and technology tools the SSC would need to be a success. The technology tools identified for implementation included:

- Automated Call Director/Interactive Voice Response (ACD/IVR)
- Document Management (DM)
- Case Management (CM)
- Human Resources Information System (HRIS)
- Knowledge Management (KM)
- Time and Attendance (T/A)

This Request for Proposal (RFP) represents UC Davis’ needs for the Case Management and Knowledge Management tools, collectively known as a “Case Management Solution” as defined above.

Project Timing

Services in all functions of the SSC (finance, HR, IT and payroll) are planned to be fully implemented by July 2012. Technology implementations must precede many of the service implementations during the project plan. Below is the approximate project timeline for technology implementation:

System	2011												2012						
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
ACD/IVR																			
CM/KM																			
EDMS																			
HRIS	See note below																		
T/A																			

Note: The HRIS is being procured and implemented by the University of California Office of the President for all UC campuses. It is anticipated that the HRIS will not be available to the UC Davis campus during the implementation of the case management solution.

The Shared Service Center Environment

SSC Objective

The primary objective of the SSC is to provide the highest quality customer service at the lowest possible cost. This is achieved by a combination of standardized best practices, training, economies of scale, empowered, multi-tiered staff support, and efficient technology tools. Having efficient technology tools is essential to achieving this objective because they directly affect the speed and ease with which problems are resolved, knowledge is accumulated, and process improvements are accomplished.

SSC Scope

The SSC will initially support approximately 6,500 staff members in 5 administrative divisions:

- Administrative and Resource Management (ARM)
- Information and Educational Technology (IET)
- Offices of the Chancellor and Provost (OCP)
- Student Affairs
- University Relations

Services provided to those units by the SSC are divided into four main functions:

- Finance
- Human Resources (HR)
- Information Technology (IT)
- Payroll

The SSC may ultimately provide services to all UC Davis employees, and therefore the case management solution must be able to serve up to 18,000 employees.

Note – Metrics used to calculate costs for your proposal are provided in the Pricing section of this RFP.

SSC Design

The SSC will use a multi-tiered approach to providing services:

- Tier 0 – Customer self-help, primarily through a web portal that provides access to knowledgebase articles, electronic documents and forms, a service request catalog, and incident reporting and tracking.
- Tier 1 – Telephone access to service agents who are trained and experienced to solve a wide variety of problems, using the knowledge management and case management tools, as well as other tools.
- Tier 2 – If Tier 1 service agents are unable to resolve a customer request or incident, it is “escalated” to a Tier 2 support agent who has deeper knowledge or more authority to resolve the case.
- Tier 3 – The highest level of escalation available, these cases are sent to those personnel who are experts in the matter.

The SSC will operate a Tier 1 Service Desk for each of the four primary functions of finance, HR, IT and payroll. The service desks will share single point of contact (SPOC) resources, such as:

- one telephone number (using ACD/IVR)
- one web portal (using a single web address)

- one email address (e.g. support@ucdavis.edu)

The SSC will also be responsible for maintaining the Tier 1 components (web portal and its content) as well as some Tier 2 and Tier 3 support personnel. The remaining Tier 2 and Tier 3 support will be provided by UC Davis central units and third-party vendors and service providers.

Service Level Agreements (SLAs) between the SSC and its customer units will be used to set time, quality, quantity, and cost expectations for services. Direct chargebacks for services may or may not be used. Similarly, Operational Level Agreements (OLAs) between the SSC and its external Tier 2 and Tier 3 support organizations, as well as third-party service providers, will be used to set cost, quality, quantity and timing of services provided to the SSC.

The Case Management Solution's Role in the SSC

Several technology components will work in concert to drive the services offered by the SSC. The vision for these tools is:

- A case management tool with the following characteristics:
 - Contextual information and case history of the customer is displayed when the call is first received. This assists in analysis of calling patterns and provides the ability to retrieve previously opened or related cases for the customer. Must be able to correlate customer, SSC service agent, date and time, and record and retrieve escalation histories.
 - The ability to quickly document calls by using HRIS-extracted customer information and previously established drop-down values for other fields.
 - The ability to route cases to Tier 2, Tier 3, and/or other service personnel inside and outside of the SSC. Additionally, e-mail notification to those personnel receiving the cases.
 - Extensive ad hoc and standard reporting capabilities to aid in call trend analysis, service request tracking and age analysis.
 - Ability to log cases via a web portal.
 - Ability to search the knowledgebase and present or relay relevant articles to the customer.
 - Ability to integrate with ACD/IVR, HRIS, knowledgebase, payroll, Oracle PMI document management system, and other systems.
- A knowledge management tool with the following characteristics:
 - Ability to relate knowledgebase articles to particular populations of customers.
 - Search functions that search only articles relevant and authorized to specific customer populations — ability to exclude non-relevant information.
 - Ability to search for articles by categories, title, issue and natural language search. Text searches should be able to employ Boolean relationships in search criteria. Search results should be displayed by relevance.
 - Ability to store, search, retrieve, print, fax, or e-mail documents in Word, Excel, PowerPoint, Adobe Acrobat, or HTML formats.

- Print, fax, and e-mail functions should be enabled directly from the knowledgebase.
- The knowledgebase should accept articles in a variety of document formats including Word, Excel, PowerPoint, HTML, and Adobe Acrobat.
- Knowledgebase application must be compatible with and accessible through the web portal and the case management tool client application.
- Ability to dynamically link search result articles from the knowledgebase back to cases in the case management tool.
- Interactive Voice Response (IVR) application with the following characteristics:
 - Ability to answer calls and retrieve the caller's employee data from the HRIS.
 - Forward calls to third party providers outside of the University.
 - Pass calls to an automatic call distributor for routing to available service agents.
 - Collect caller information for identification and authorization.
 - Report call statistics—numbers, category of calls, calls forwarded and to whom, database retrieval histories.
- Automatic call distributor (ACD) application with the following characteristics:
 - Be directed by IVR to route calls.
 - Perform skills-based, intelligent routing of calls to service agents based on information collected from the IVR.
 - Ability to easily produce standard and ad hoc reports.
- IVR integration with the case management solution and ACD:
 - Forward information from the IVR to the case management tool to extract employee information at the same time that the call is forwarded to the service agent. Use employee identification number to trigger query of information by the case management tool from the HRIS for essential information nearly simultaneously as call is routed by the ACD.
- Document management system with the following characteristics:
 - Storage of diverse types of documents by SSC personnel.
 - Easily file documents according to established hierarchical categories.
 - Handle both image and text.
 - Convert image to text, facilitating document search/retrieval.
 - Expansion capability to automatically act as repository for faxes, e-mails, and other electronic documents flowing to the SSC.

Together these technologies will help the SSC meet its objectives of streamlining processes and efficiently providing quality service at a lower cost. The case management solution sought by this RFP will fulfill the case management tool and knowledgebase tool roles as shown above, while integrating with the remaining tools.

1.2 BIDDER PRE-QUALIFYING CRITERIA

BIDDER eligibility to respond to this RFP is based on **BIDDER'S** ability to meet the qualification requirements listed below. The **UNIVERSITY**, in its sole discretion, reserves the right to determine whether any **BIDDER** meets the minimum eligibility standards, to determine whether

a proposal is responsive, and to select a proposal which best serves its financial and program objectives. The **UNIVERSITY** reserves the right to reject all proposals.

If **BIDDER** cannot meet all qualification requirements as stated herein, **BIDDER'S** proposal shall be rejected without further consideration.

To have a proposal considered **BIDDER'S** must be well qualified in the following categories:

1. Demonstrated history of successful support of a Case Management System project of similar or greater size, type, and complexity.
2. Ability to develop a fully functional system, jointly defined, portions of which can be installed and functional within the agreed upon time frames.
3. Demonstrated track record of acceptable performance on similar projects, to be evaluated from comments of three **BIDDER** references in **Section 1.3**.
4. Ability to commit to a multi-phase project with implications for long-term support.
5. Ability to provide timely on site resources and support to UC Davis.
6. Technical Qualifications and Resource Availability: **BIDDER** shall have an adequate number of technically qualified staff and resources to meet service implementation, training, and support requirements including after hour support.

1.3 REFERENCES

Please list references of at least 3 customers **that** are currently using this solution in production under similar circumstances as UC Davis proposes. Upon successful **BIDDER** qualification, the **UNIVERSITY** may contact some or all of these references to better understand your services and performance levels. References should be of comparable size and complexity to the **UNIVERSITY** installation. At least one reference should be from an educational institution.

For each reference **BIDDER** must state contact names and telephone numbers and a brief description of the nature and outcome of each project.

Reference information shall be considered in determining **BIDDER** pre-qualification (see **Section 1.2** above) and may also be considered within the evaluation process in determining **BIDDER'S** compliance with applicable criteria.

The **UNIVERSITY** may contact references furnished by the **BIDDER**, in addition to other individuals not furnished by **BIDDER**. The **UNIVERSITY** is not limited to specific contacts at any reference company. The **UNIVERSITY** reserves the right to obtain and use, in its evaluation, information from sources not necessarily identified by **BIDDER**.

Furnishing incorrect and/or incomplete reference information may lead to **BIDDER'S** elimination from consideration for award. In addition, poor reference feedback shall eliminate **BIDDER** and **BIDDER'S** proposal rejected without further consideration.

Customer Account	Contact Information	Organization Name and Address	Context (list work performed and what information organization can provide)
<hr/> Contact #1 <hr/> Title	Tel. E-Mail:		
<hr/> Contact #2 <hr/> Title	Tel. E-Mail:		
<hr/> Contact #3 <hr/> Title	Tel. E-Mail:		

2. SPECIFICATIONS/SCOPE OF WORK

Functional Requirements

Core Product Definition

As most enterprise-level case management solutions are modular by design, UC Davis needs to understand what components constitute your “core product,” and what components provide extra or “add-on” functionality. Core product components might include software modules, licenses, hardware and peripheral devices, and services bundled together.

To help us understand your core product offering, use the table on the following page to list your product’s core components. You **will refer** to this core product definition when completing the Functional Requirements Table. See the instruction section of the Functional Requirements Table for more information.

If you do not have a pre-defined core product, please list components that would be typically deployed in an environment similar to the SSC as described in this RFP. You may want to review the functional requirements first to gain a better understanding of UC Davis’ needs, and then determine which of your components would make the most sense for a “core product” in this case.

Completing the Core Product Definition Table

In the first column, enter the name of the component. In the second column, provide a detailed description of the component, including what functions it performs and how it integrates or fits into the core product definition.

Note - Make and use additional copies of the core product table as necessary.

Core Product Definition*	
Component	Description

*Make additional copies of this sheet as necessary.

Requirements Table

Below is the table of functional requirements for the case management solution. The left column of the table explains each requirement. The title for each requirement is shown in light blue, and the requirements are organized in groups indicated by a gold-colored group heading. The second column indicates the level of each requirement as follows:

- **M** – Must have (or fail)
- **S** – Should have (or a work-around will be necessary)
- **C** – Could have (for increased satisfaction)
- **W** – Won't have (at this time, but possibly in the future)

The third column is for your use to explain how your solution meets each requirement. It is sub-divided and categorized into seven ways your solution might meet the requirement:

- **Core Product Functionality** – The requirement is met by the functionality of your core product as defined in the Core Product Definition above.
- **Requires Additional Module(s)** – The requirement can be met by purchasing modules or components in addition to the core product.
- **Simple Configuration Change(s)** – The requirement can be met by setting configurations in the core product, additional modules or components.
- **Customize Source Code** – The source code of the core product, other modules and/or components must be modified or supplemented in order to meet the requirement.
- **Third Party Solution Required** – The requirement can only be met by the use of a third party solution used in conjunction with your solution.
- **Not Applicable** – This requirement either cannot be met by your solution, or you feel it is out of context for your solution.
- **Other** – The requirement can be met by other means not listed above, e.g. rules engines, macros, or other unanticipated means.

Completing the Requirements Table

1. An “X” has been placed in each sub-divided cell of the third column. Clear the X from each column and replace with a “Y” for yes and an “N” for no to indicate whether your solution meets the requirement by the specified category.
2. The third column also provides space for a detailed explanation of how your solution can meet the requirement. Enter your explanation here. This explanation **must** accompany each requirement in your response.

ITIL Processes								
Requirement	Level	How does your solution meet this requirement? Replace the X with a Y or N, then explain in the space provided precisely how your solution meets this requirement. DO NOT LEAVE ANY BLANK CELLS						
		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
Configuration Management	M	X	X	X	X	X	X	X
<p>The solution provides Configuration Management capability.</p> <p>Configuration Management is the process of creating and maintaining an up-to-date record of all the components of the IT infrastructure. Its purpose is to show what makes up the infrastructure and illustrate the physical locations and links between each item, which are known as configuration items (CIs).</p> <p>Configuration Management goes beyond the recording of computer hardware for the purpose of asset management, although it can be used to maintain asset information. The extra value provided is the rich source of support information that it provides to all interested parties. This information is typically stored together in a configuration management database (CMDB).</p> <p>The scope of configuration management is assumed to include, at a minimum, all configuration items used in the provision of live, operational services.</p> <p>Configuration Management provides direct control over IT assets and improves the ability of the service provider to deliver quality IT services in an economical and effective manner. Configuration management should work closely with and support change management.</p>		Explain here.						
Service Desk Management	M	X	X	X	X	X	X	X
<p>The solution provides Service Desk Management capability.</p> <p>The Service Desk will offer a broad, customer-centric approach, providing a customer with an informed, single point of contact for all of their IT, HR, finance and payroll requirements. To support this mission, the solution will facilitate the integration of standardized Service Desk business processes into the Service Management infrastructure. This includes, but is not limited to actively monitoring and owning customer incidents, questions and problems, and providing an interface between the Service Desk and other service activities such as Change Management, Release Management, Service Level Management and Asset Management.</p> <p>The solution will provide analysis and reporting tools for a wide variety of Service Desk performance metrics, for the purpose of Service Desk improvement. It will also provide tools for a team-oriented approach to service, such as work load balancing, skill set recognition, and</p>		Explain here.						

ITIL Processes								
Requirement	Level	How does your solution meet this requirement? Replace the X with a Y or N, then explain in the space provided precisely how your solution meets this requirement. DO NOT LEAVE ANY BLANK CELLS						
		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
escalation and routing of difficult cases.								
Incident Management	M	X	X	X	X	X	X	X
<p>The solution provides Incident Management capability.</p> <p>An “incident” is any event which is not part of the standard operation of the service and which causes, or may cause, an interruption or a reduction of the quality of the service.</p> <p>Incident Management aims to restore normal service operation as quickly as possible and minimize the adverse effect on business operations, ensuring that the best possible levels of service quality and availability are maintained, at a cost-effective price.</p> <p>“Normal service operation” is defined as service operation within Service Level Agreement (SLA) limits.</p>		Explain here.						
Problem Management	M	X	X	X	X	X	X	X
<p>The solution provides Problem Management capability.</p> <p>A “problem” is an unknown underlying cause of one or more incidents, and a “known error” is a problem that is successfully diagnosed and for which either a work-around or a permanent resolution has been identified.</p> <p>Problem Management resolves the root causes of incidents and minimizes the adverse impact of incidents on business that are caused by errors within the service infrastructure, and prevents recurrence of incidents related to these errors.</p>		Explain here.						
Change Management	M	X	X	X	X	X	X	X
<p>The solution provides Change Management capability.</p> <p>Changes in the service infrastructure may arise reactively in response to problems, externally imposed requirements, e.g. policy changes, or proactively from generic projects or service improvement initiatives.</p> <p>Change Management ensures that standardized methods, processes and procedures are used for efficient and prompt handling of all changes to the service infrastructure, and minimizes the potential detrimental impact of changes.</p>		Explain here.						
Release Management	M	X	X	X	X	X	X	X

ITIL Processes								
Requirement	Level	How does your solution meet this requirement? Replace the X with a Y or N, then explain in the space provided precisely how your solution meets this requirement. DO NOT LEAVE ANY BLANK CELLS						
		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
<p>The solution provides Release Management capability.</p> <p>Release Management is used by software migration teams for platform-independent and automated distribution of software and hardware, including license controls across the entire IT infrastructure. Proper software and hardware control ensures the availability of licensed, tested, and version-certified software and hardware, which functions as intended when introduced into existing infrastructure. Quality control during the development and implementation of new hardware and software is also the responsibility of Release Management.</p>		Explain here.						
Service Level Management	M	X	X	X	X	X	X	X
<p>The solution provides Service Level Management capability.</p> <p>Service Level Management provides for continual identification, monitoring and review of the levels of IT, HR, Finance and Payroll services specified in the service level agreements (SLAs).</p> <p>Service Level Management ensures that arrangements are in place with internal support providers and external suppliers in the form of Operational Level Agreements (OLAs) and Underpinning Contracts (Ucs), respectively. It assesses the impact of change upon service quality and SLAs. The service level management process is in close relation with the operational processes to control their activities.</p> <p>The central role of Service Level Management makes it the natural place for metrics to be established and monitored. Therefore the solution will provide a wide variety of analysis and reporting tools to monitor the effectiveness of service levels against the SLAs.</p> <p>Service Level Management is the primary interface with the customer and is responsible for:</p> <ul style="list-style-type: none"> • Ensuring that the agreed services are delivered when and where they are supposed to be. • Liaising with Availability Management, Capacity Management, Incident Management and Problem Management to ensure that the required levels and quality of service are achieved within the resources allotted. • Producing and maintaining a Service Catalog (a list of standard service options and agreements made available to customers) • Ensuring that appropriate Service Continuity plans exist to support 		Explain here.						

ITIL Processes								
Requirement	Level	How does your solution meet this requirement? Replace the X with a Y or N, then explain in the space provided precisely how your solution meets this requirement. DO NOT LEAVE ANY BLANK CELLS						
		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
<p>the business and its continuity requirements.</p> <p>The solution will provide the necessary tools to ensure these responsibilities are achievable.</p>								
Availability Management	M	X	X	X	X	X	X	X
<p>The solution provides Availability Management capability.</p> <p>Availability Management allows the sustaining of IT, HR, Finance and Payroll service availability to support the business at a justifiable cost. The high-level activities are:</p> <ul style="list-style-type: none"> • Realize availability requirements • Compile an availability plan • Monitor availability • Monitor maintenance obligations <p>Availability Management allows the service provider to perform at an agreed level of service over a period of time. Of primary importance are:</p> <ul style="list-style-type: none"> • Reliability – Ability of a service provider to perform at an agreed level at described conditions. • Maintainability – The ability of a service provider to remain in, or be restored to an operational state. • Serviceability – The ability for an external supplier to maintain the availability of a service component or function under a third-party contract. • Resilience – A measure of freedom from operational failure and a method of keeping services reliable. 		Explain here.						
Capacity Management	M	X	X	X	X	X	X	X
<p>The solution provides Capacity Management capability.</p> <p>Capacity Management supports the optimum and cost-effective provision of IT, HR, Finance and Payroll services by matching resources to business demands. The high-level activities include:</p> <ul style="list-style-type: none"> • Application sizing (IT) • Workload management • Demand management • Modeling • Capacity planning 		Explain here.						

ITIL Processes								
Requirement	Level	How does your solution meet this requirement? Replace the X with a Y or N, then explain in the space provided precisely how your solution meets this requirement. DO NOT LEAVE ANY BLANK CELLS						
		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
<ul style="list-style-type: none"> Resource management Performance management <p>The solution will provide tools for Capacity Management, as well as capture a wide variety of metrics, and provide tools for analysis and reporting in each activity.</p>								
Continuity Management	S	X	X	X	X	X	X	X
<p>The solution provides Continuity Management capability.</p> <p>Continuity Management is the process by which plans are put in place and managed to ensure that IT, HR, Finance and Payroll services can recover and continue even after a serious incidents occur. It is not just about reactive measures, but also about proactive measures: reducing the risk of a disaster in the first instance.</p> <p>The solution will provide tools for creating, managing, implementing and measuring the performance of continuity plans.</p>		Explain here.						
Financial Management	S	X	X	X	X	X	X	X
<p>The solution provides Financial Management capability.</p> <p>Financial Management comprises the discipline of ensuring that the service infrastructure is obtained at the most effective price (which does not necessarily mean cheapest) and calculating the cost of providing services so that an organization can recover costs from the customer.</p> <p>The solution will provide tools for assigning, tracking, analyzing and reporting expenses associated with services.</p>		Explain here.						
Asset Management	M	X	X	X	X	X	X	X
<p>The solution provides Asset Management capability.</p> <p>Asset Management is the set of business practices that join financial, contractual and inventory functions to support life cycle management and strategic decision making for the service environment. Assets include all elements that are found in the business environment. Asset Management is the primary point of accountability for the life-cycle management of assets throughout the organization. Included in this responsibility are development and maintenance of policies, standards, processes, systems and measurements that enable the organization to manage the Asset Portfolio with respect to risk, cost,</p>		Explain here.						

ITIL Processes							
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		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable
<p>control, Governance, compliance and business performance objectives as established by the business.</p> <p>Assets can consist of both hard assets (e.g. computers, machinery, etc.) and soft assets (e.g. telephone numbers, copyrights, patents, etc.).</p> <p>The solution will provide a comprehensive set of tools that include, but not limited to, acquiring, categorizing, tracking, maintaining, valuing, disposing, measuring performance, analyzing, and reporting of assets.</p>							

General System								
Requirement	Level	How does your solution meet this requirement? Clear the X for those that do not apply, then explain in the space provided precisely how your solution meets this requirement – DO NOT LEAVE BLANK						
		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
		SaaS	S	X	X	X	X	X
<p>The solution is implemented in a Software as a Service model.</p> <p>Software as a Service (SaaS, typically pronounced [sæəs]), sometimes referred to as software on demand, is the capability to use the solution provider's applications running on a "cloud infrastructure." The applications are accessible from various client devices through a thin client interface such as a web browser. The customer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings. With SaaS, the provider licenses an application to customers in a subscription "pay-as-you-go" model.</p> <p>Some key advantages are:</p> <ul style="list-style-type: none"> • Lower total cost of ownership • No infrastructure to maintain • Data backups are usually included • Upgrades are included at no extra charge, and happen automatically • Security is provided • Usually accessed through a web browser, and therefore platform independent 		Explain here.						
Scalability	M	X	X	X	X	X	X	X
The solution is scalable, both technically (no technical limitations) and financially (the purchase of additional licenses is not restricted) to an unlimited number of users within the Shared Service Center, the UC Davis campus and other UC system campuses.		Explain here.						
Existing Infrastructure	M	X	X	X	X	X	X	X
<p>The solution works with existing information technology infrastructure.</p> <p>To the extent possible, the solution works using current servers, desktop, laptop and other network-attached computing devices, databases, network and other IT components to minimize implementation resources and keep expenses low.</p>		Explain here.						
Web Interface	M	X	X	X	X	X	X	X
All functions of the solution are fully accessible by web browsers. This may be in addition to desktop applications, thick or thin client, and mobile device applications.		Explain here.						

General System								
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		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
Data Validation	M	X	X	X	X	X	X	X
The solution provides for data validation on all input fields throughout the system where such capability is possible. This includes user-defined form fields, web portal fields and reports. Validation of field content, length, format, data type, and list validation are supported.		Explain here.						

Customization								
Requirement	Level	How does your solution meet this requirement? Clear the X for those that do not apply, then explain in the space provided precisely how your solution meets this requirement – DO NOT LEAVE BLANK						
		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
		Database Fields	M	X	X	X	X	X
The solution offers the ability to customize database fields, i.e. add and delete fields, and modify field names, data types and lengths. Null field values are allowed, e.g. an employment end date field can be left blank for non-contract (permanent) employees.		Explain here.						
Default Values	M	X	X	X	X	X	X	X
The solution offers the ability to define default values where necessary.		Explain here.						
Show/Hide Fields	M	X	X	X	X	X	X	X
The solution offers the ability to show or hide fields, for any reason, e.g. unused fields, user roles, screen clutter, etc.		Explain here.						
Programming	M	X	X	X	X	X	X	X
The solution can be customized without knowledge of programming languages, APIs, or scripts. This includes all interfaces, workflow, and business rules. It does not include integrations with other systems.								
Upgrades	M	X	X	X	X	X	X	X
Customizations are not re-implemented when the solution is upgraded. Any customization made, either by programming or non-programming techniques, to interfaces, workflow or business rules, whether designed and implemented by UC Davis personnel or the solution provider on behalf of UC Davis, remain intact and functional after an upgrade.		Explain here.						
Contextual Workspace	M	X	X	X	X	X	X	X
The solution provides contextual workspaces, that is, the workspace in the tool can be customized by the user to meet their particular needs. Workspaces can be saved and reloaded as necessary.		Explain here.						
Application Building	M	X	X	X	X	X	X	X
The solution provides a foundation framework (e.g. Java, .NET) upon which custom integrated applications can be built to extend the functionality of the system.		Explain here.						

Integration								
Requirement	Level	How does your solution meet this requirement? Clear the X for those that do not apply, then explain in the space provided precisely how your solution meets this requirement – DO NOT LEAVE BLANK						
		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
		Web Services	M	X	X	X	X	X
<p>The solution integrates with other systems using Web Services, both inbound and outbound.</p> <p>Web services are typically Web application programming interfaces (APIs) that are accessed via Hypertext Transfer Protocol (HTTP) and executed on a remote system hosting the requested services.</p> <p>The W3C defines a Web Service as a software system designed to support interoperable machine-to-machine interaction over a network. It has an interface described in a machine-processable format (specifically Web Services Description Language, i.e. WSDL). Other systems interact with the Web service in a manner prescribed by its description using SOAP messages, typically conveyed using HTTP with an XML serialization in conjunction with other Web-related standards.</p> <p>As an alternative to WSDL-based web services, RESTful web services may also be used. Representational State Transfer (REST) uses these existing features of the HTTP protocol, and thus allows existing layered proxy and gateway components to perform additional functions on the network such as HTTP caching and security enforcement.</p>		Explain here.						
Java Database Connectivity (JDBC)	M	X	X	X	X	X	X	X
<p>The solution integrates with other systems using Java Database Connectivity.</p> <p>JDBC is an API for the Java programming language that defines how a client may access a database. It provides methods for querying and updating data in a database. JDBC is oriented towards relational databases. A JDBC-to-ODBC bridge enables connections to any ODBC-accessible data source in the JVM host environment and may be used.</p>		Explain here.						
Java Messaging Service (JMS)	S	X	X	X	X	X	X	X
<p>The solution integrates with other systems using Java Messaging Service.</p> <p>The Java Message Service (JMS) API is a Java Message Oriented Middleware (MOM) API for sending messages between two or more clients. JMS is a part of the Java Platform, Enterprise Edition, and is defined by a specification developed under the Java Community</p>		Explain here.						

Integration								
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		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
Process as JSR 914. It is a messaging standard that allows application components based on the Java 2 Platform, Enterprise Edition (J2EE) to create, send, receive, and read messages. It allows the communication between different components of a distributed application to be loosely coupled, reliable, and asynchronous.								
Email	M	X	X	X	X	X	X	X
The solution can be configured to use existing email systems for general communications and alert notifications. Email integration provides alerts to service agents when action is required (e.g. incident or problem handling, reports are available or due). It also provides automated communications to customers (e.g. incident/problem status updates, request additional information, etc.). No modifications to existing mail systems are necessary to support the solution.		Explain here.						
Lightweight Directory Access Protocol (LDAP)	S	X	X	X	X	X	X	X
The solution integrates with other systems using Lightweight Directory Access Protocol. LDAP, Lightweight Directory Access Protocol, is an Internet protocol that email and other programs use to look up information from a server. LDAP is not limited to contact information, or even information about people. LDAP is used to look up encryption certificates, pointers to printers and other services on a network, and provide single signon where one password for a user is shared between many services. LDAP is appropriate for any kind of directory-like information, where fast lookups and less frequent updates are the norm. The solution is capable of connecting to multiple LDAP sources and compiling retrieved data into a single directory list for display, user selection, reporting or other action.		Explain here.						
Data Center/Server Monitoring	M	X	X	X	X	X	X	X
The solution integrates with data center, server, and other hardware device monitoring systems through industry standard protocols. The solution receives the alerts and automatically enters an incident or problem.		Explain here.						
Application Monitoring	M	X	X	X	X	X	X	X
Solution integrates with application monitoring systems, such as Java, web server, and email server application monitoring. The solution		Explain here.						

Integration								
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		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
receives the alerts and automatically enters an incident or problem.								
Interactive Voice Response (IVR)	S	X	X	X	X	X	X	X
<p>The solution includes or integrates with Interactive Voice Response systems.</p> <p>Interactive Voice Response (IVR) is a technology that allows a computer to detect voice and dual-tone multi-frequency signaling (DTMF) keypad inputs. IVR technology is used extensively in telecommunication, such as customer support lines, and IVR systems generally scale well to handle large call volumes.</p> <p>The solution can receive input from IVR systems and add, modify or delete database fields, launch workflows, and other actions based upon user selections. The solution can also report information to callers through the IVR system, e.g. current incident status, account information, and other reports.</p>		Explain here.						
Automated Call Director (ACD)	M	X	X	X	X	X	X	X
<p>The solution includes or integrates with Automated Call Director systems.</p> <p>Automated Call Director (ACD) routes incoming calls. ACD systems handle large volumes of incoming phone calls from callers who have no need to talk to a specific person but who require assistance from any of multiple persons (e.g. service desk agents) at the earliest opportunity.</p> <p>The solution accepts electronic information from the ACD to perform lookups and pre-populate incident cases, including personal information, organization information, and open cases or previous case history.</p>		Explain here.						
Systems Management Automation	M	X	X	X	X	X	X	X
The solution has the ability to script and control, and receive feedback from system management tasks on a large scale, such as software or patch installation, removal of retired software, etc. Lacking this ability, the solution integrates with other systems, such that those secondary systems can perform those tasks and report back completion with success or failure.		Explain here.						
Sandbox	M	X	X	X	X	X	X	X
The solution offers a "sandbox" instance for development and testing modifications, configurations, and integrations before moving the changes into the production instance of the solution.		Explain here.						

Integration								
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		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
EDMS Integration	M	X	X	X	X	X	X	X
The solution integrates with the existing Document Management System via web services or direct database connections. It searches, retrieves and attaches documents to cases. The retrieved documents can also be sent to customers, via email attachment or email links. Conversely, the solution provides the ability to file and store documents and associated metadata in the Document Management System, e.g. documents attached to incident cases.		Explain here.						
System Export	M	X	X	X	X	X	X	X
The solution exports all accumulated case management system and knowledgebase data in universally standard formats, such as XML, for the purpose and ease of migrating to a different case management solution. Data stored in common formats, such as Word, Excel, PowerPoint, JPEG, PDF, TIFF, etc. may remain in their native format.		Explain here.						

Automation								
Requirement	Level	How does your solution meet this requirement? Clear the X for those that do not apply, then explain in the space provided precisely how your solution meets this requirement – DO NOT LEAVE BLANK						
		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
		Discovery	S	X	X	X	X	X
The solution uses Discovery tools to automatically identify and record devices and applications attached to a network. This information is stored in a Configuration Management Database (CMDB), and used by other tools such as Incident Management, Problem Management, Asset Management, and Change Management.		Explain here.						
Discovery Filtration	S	X	X	X	X	X	X	X
The solution allows configuration of the Discovery tool to include or exclude certain configuration items according to selected criteria, or portions of the network by address.		Explain here.						
Process Automation	S	X	X	X	X	X	X	X
The solution has the ability to script and control independent, granular processes into a larger more useful combination (e.g. all actions required to reset a password). It provides a user-friendly, graphical interface to design the automated processes.		Explain here.						
CI Retirement Notification	S	X	X	X	X	X	X	X
The solution alerts designated users when configuration items are due for planned retirement, versus simple reports, preferably on a user's "home page" or set of personal required actions, i.e. inbox.		Explain here.						
CI Scheduled Maintenance Notification	S	X	X	X	X	X	X	X
The solution alerts service designated users when configuration items are due for scheduled maintenance, versus simple reports. Usually on a user's "home page" or set of personal required actions, i.e. inbox.		Explain here.						

Reporting								
Requirement	Level	How does your solution meet this requirement? Clear the X for those that do not apply, then explain in the space provided precisely how your solution meets this requirement – DO NOT LEAVE BLANK						
		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
		Direct Access To Data	M	X	X	X	X	X
The solution offers direct access to the data if it is stored off-premise (e.g. SaaS solution). This can be accomplished through an API using methods listed under "Integration."		Explain here.						
Out-of-the-Box Reports	M	X	X	X	X	X	X	X
The solution offers abundant, useful, ready-made, categorized reports that can be modified by users. The reports highlight key metrics for daily service management operations, as well as process improvement.		Explain here.						
Dashboarding	M	X	X	X	X	X	X	X
The solution optionally offers reports in an easy-to-understand graphical or "dashboard" format.		Explain here.						
Service Delivery Quality	M	X	X	X	X	X	X	X
The solution records all information necessary to measure actual service delivery quality, e.g. time required to resolve an incident.		Explain here.						
Drag-n-Drop Reporting	M	X	X	X	X	X	X	X
Users can customize their reports using a drag-and-drop graphical interface to change report content in a modular fashion.		Explain here.						
Key Metrics Reporting	M	X	X	X	X	X	X	X
The solution offers flexibly defined key metrics necessary to identify errors and optimize operational efficiency.		Explain here.						
Report Export Formats	M	X	X	X	X	X	X	X
The solution exports reports in a variety of standard formats, such as MS Word, Excel, Access, PDF, HTML, comma separated values and XML.		Explain here.						
Third-Party Reporting Tools	S	X	X	X	X	X	X	X
The solution integrates with third-party reporting tools, e.g. Crystal Reports.		Explain here.						

Customer Self-Help								
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		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
		Knowledge Management	M	X	X	X	X	X
The solution includes an integrated knowledge management system. The knowledge management system content can be seeded from existing procedures, policies and known incident resolutions. The solution continues to automatically, semi-automatically and manually accumulate knowledge for self-help purposes. The knowledge management system is continuously accessible by service agents and customers. The knowledge management system is different than a simple knowledgebase, in that it offers the ability to track content relevance, and remove or archive unused or antiquated articles, keeping the underlying knowledgebase fresh.		Explain here.						
Multi-Channel Knowledgebase	M	X	X	X	X	X	X	X
The knowledgebase is searchable through various channels outside any dedicated solution thin or thick clients, including web browsers and portable network connected devices, e.g. smartphones.		Explain here.						
Web Access	M	X	X	X	X	X	X	X
The solution offers out-of-the-box web access to the knowledge management system. The solution provides the ability to control access to the knowledge management system through user roles or other suitable security mechanism.		Explain here.						
Incident/Problem Status Check	M	X	X	X	X	X	X	X
The solution allows customers to check incident or problem resolution status through a self-help channel, e.g. web portal, email or IVR.		Explain here.						
Initial Load Assistance	M	X	X	X	X	X	X	X
The vendor will assist in initial loading of the knowledgebase with existing policies and other documentation. This is in contrast to vendor-supplied knowledgebase API for customer self-loading.		Explain here.						
Intelligent Article Ranking	M	X	X	X	X	X	X	X
The solution uses data collected from customer self-help sessions and service agents to rank articles. Includes intelligent keyword search algorithms such as relevance and "sounds like." Reports are available to assist in knowledgebase maintenance, article retirement, updating and archiving. Allows customers to contribute feedback and articles.		Explain here.						
Article Subscriptions	S	X	X	X	X	X	X	X
The knowledgebase allows users to subscribe to selected articles. Notifications are sent when those articles are updated, archived or		Explain here.						

Customer Self-Help								
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		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
deleted.								
External Links	S	X	X	X	X	X	X	X
The knowledge management system links to content beyond its own knowledgebase to provide further ability to make informed decisions, e.g. link to a benefit provider's web site.		Explain here.						
Knowledgebase Checklists and Workflow	M	X	X	X	X	X	X	X
The knowledgebase provides checklists and/or workflows for customers that need to perform complicated tasks, e.g. a life change event such as marriage or birth which requires the customer to consult several knowledgebase articles or update several systems.		Explain here.						
External Search Engines	C	X	X	X	X	X	X	X
The knowledge management system is open and searchable by external search engines, e.g. Google, Bing and Yahoo. Content exposed to external engines can be restricted by any metadata type (category, organization, document type, etc.). Articles exposed to external search engines can be optimized for high relevance in those search engines.		Explain here.						
External Contributions	C	X	X	X	X	X	X	X
The knowledge management system allows external customers, vendors, partners, etc. to suggest or submit articles or content. They system flags the content for review by service agents or system administrators prior to publication.		Explain here.						
Document Types	M	X	X	X	X	X	X	X
The knowledge management system can store, search, retrieve, print, fax and email multiple document types, e.g. HTML, PDF, Word, Excel and PowerPoint.		Explain here.						
Rich Media	M	X	X	X	X	X	X	X
The knowledge management system can store, search, and retrieve rich media such as Flash animations, webinars, troubleshooting wizards, images, video, and audio.		Explain here.						
Document Association	S	X	X	X	X	X	X	X
The knowledge management system can associate groups of documents and articles with groups of customers. This functionality does not restrict searches, but is used as an additional search filter.		Explain here.						
Search Range	M	X	X	X	X	X	X	X
The knowledge management system can search article title, article metadata (all fields about the article, e.g. category, author, date of submission, etc.) and article content.		Explain here.						
Alternate Search Criteria	M	X	X	X	X	X	X	X
The knowledge management system suggests alternative search		Explain here.						

Customer Self-Help								
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		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
terms, correcting for possible misspellings, acronyms, homonyms, etc.								
Sub-Searches	S	X	X	X	X	X	X	X
The knowledge management system offers the ability to search within a set of prior search results.		Explain here.						
Search Results Relevance	S	X	X	X	X	X	X	X
The knowledge management system can return search results ranked by relevance. Relevance encompasses factors such as characteristics of the searcher (e.g. their organization), the category of information sought (e.g. HR policy), the utility of the article (how many times it's been accessed) and customer ranking (customers rank articles based on how useful they find them). The articles with the highest relevance rating are shown first in search result lists.		Explain here.						
Search Results Relevance	M	X	X	X	X	X	X	X
The knowledge management system can return search results ranked by relevance. Relevance encompasses factors such as characteristics of the searcher (e.g. their organization), the category of information sought (e.g. HR policy), the utility of the article (how many times it's been accessed) and customer ranking (customers rank articles based on how useful they find them). The articles with the highest relevance rating are shown first.		Explain here.						
Output	M	X	X	X	X	X	X	X
Print, fax, and email delivery of content is enabled directly from the Knowledge Management system.		Explain here.						
Vendor-Maintained Knowledge	C	X	X	X	X	X	X	X
The solution provider supplies and maintains universal knowledge by industry, e.g. HR, IT, Finance and Payroll. A specific example might be articles surrounding the Family Medical Leave Act and the HR issues it generates. When something changes in the Act, the solution provider updates the knowledgebase in a timely manner to reflect the changes. The solution automatically alerts service agents or system administrators of the changes made by the vendor.		Explain here.						
Knowledgebase Update Workflow	S	X	X	X	X	X	X	X
The solution provides out-of-the-box workflows for manual knowledgebase article update processes.		Explain here.						
Knowledgebase Usage Reporting	M	X	X	X	X	X	X	X
The solution provides reports on the use of knowledgebase, indexed by a variety of metadata, e.g. article title, customers, publication date, author, etc.		Explain here.						
Incident Resolution	M	X	X	X	X	X	X	X
The solution provides ability to search, select and instantly transmit		Explain here.						

Customer Self-Help								
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		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
knowledgebase articles as solutions to incidents via email. Single hot key or button click for article transmission and incident update is preferred.								
Limit Service Catalog Selections To SLA	M	X	X	X	X	X	X	X
The solution automatically limits service catalog selections based on the customer, customer organization, or user role.		Explain here.						
Broadcast Messaging	M	X	X	X	X	X	X	X
The solution can broadcast service outage alert messages, targeted for all customers or specific customer groups. When service is restored the solution sends automatic update messages.		Explain here.						
IVR Incident Log & Close	S	X	X	X	X	X	X	X
The solution enables customers to log and close incidents using Interactive Voice Response system prompts.		Explain here.						
Web Portal	M	X	X	X	X	X	X	X
The solution provides an out-of-the-box web page to enable customers to open and close incidents.		Explain here.						
Service Preview	S	X	X	X	X	X	X	X
Customers can browse the Service Catalog to view service descriptions and target delivery dates in a single view. They are presented with a summary preview before submitting the request.		Explain here.						
Click-To-Call	C	X	X	X	X	X	X	X
Customers encountering problems entering a service request via web pages can convert the request to a phone call by clicking a link on the page.		Explain here.						
Journal Entries	S	X	X	X	X	X	X	X
Customers, service agents and system administrators can view and edit bidirectional journal entries on incidents and service requests.		Explain here.						
Service Level Agreement Alerts	C	X	X	X	X	X	X	X
Customer organizations receive proactive alerts so they can throttle specific service consumption before exceeding budgets.		Explain here.						
Customer Surveys	M	X	X	X	X	X	X	X
The solution provides customer satisfaction survey capability, including survey design, deployment, analysis and reporting tools.		Explain here.						
Live Chat	S	X	X	X	X	X	X	X
The solution provides character-based chat session capability over the internet to a service desk agent. The system automatically shows when service desk agents are available for chat.		Explain here.						
Multi-Lingual Web Portal	S	X	X	X	X	X	X	X
The solution provides the ability to display self-help, open, and close incidents in multiple languages.		Explain here.						

Customer Self-Help								
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		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
Web Portal Appearance	M	X	X	X	X	X	X	X
The web portal can be customized to match the UC Davis main web site colors, fonts and overall appearance.		Explain here.						
Hot Topics	S	X	X	X	X	X	X	X
The solution provides "hot topic" broadcast capability. The broadcast can be targeted to groups based on role, department and other criteria. Acknowledgement of receipt can be enforced.		Explain here.						
Case History	M	X	X	X	X	X	X	X
Customers can access their case histories, view resolutions and initiate new cases based on previous issues.		Explain here.						
Case History Organization	C	X	X	X	X	X	X	X
Customers can organize their views of case history based on date, type of case, current status, etc.		Explain here.						

Multi-Channel Input								
Requirement	Level	How does your solution meet this requirement? Clear the X for those that do not apply, then explain in the space provided precisely how your solution meets this requirement – DO NOT LEAVE BLANK						
		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
Email	M	X	X	X	X	X	X	X
The solution receives service requests via email, parsing to find the request type, either in the message body or subject line.		Explain here.						
Phone	M	X	X	X	X	X	X	X
The solution uses Interactive Voice Response to classify and route service requests.		Explain here.						
Portable Network Connected Devices	M	X	X	X	X	X	X	X
The solution links with portable network connected devices such as smartphones and iPads via web page or portable device application to accept service requests.		Explain here.						

Access/Roles/Security Levels								
Requirement	Level	How does your solution meet this requirement? Clear the X for those that do not apply, then explain in the space provided precisely how your solution meets this requirement – DO NOT LEAVE BLANK						
		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
		User Roles	M	X	X	X	X	X
Besides a standard login procedure for security, the solution assigns user roles or similar security mechanism that determine the system functions that a user can access.		Explain here.						
Reporting	M	X	X	X	X	X	X	X
Reports are accessed through user roles or similar security mechanism. The solution also intelligently provides relevant information based on the user's role.		Explain here.						
Knowledge Management	M	X	X	X	X	X	X	X
Contributions to the knowledgebase are made through user roles or similar security mechanism.		Explain here.						
Division/Department/Unit	M	X	X	X	X	X	X	X
The solution provides the assignment of user roles that are flexible enough to allow fine granulation of security access, e.g. along the lines of division, unit, department, etc.		Explain here.						

General Case Management								
Requirement	Level	How does your solution meet this requirement? Clear the X for those that do not apply, then explain in the space provided precisely how your solution meets this requirement – DO NOT LEAVE BLANK						
		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
		Escalation	M	X	X	X	X	X
The solution offers automatic routing of escalated cases based on service request characteristics, service agent skill sets and availability, current workloads, workflows, timing, Service Level Agreements, etc.		Explain here.						
Attachments	M	X	X	X	X	X	X	X
The solution allows notes, photos, faxes, spreadsheets and other documents and files can be attached to cases to assist in resolution.		Explain here.						
Add to Knowledgebase	M	X	X	X	X	X	X	X
Cases can be automatically added, or flagged by service agents to be added to the knowledgebase after resolution.		Explain here.						
Email Notifications of Status Changes	M	X	X	X	X	X	X	X
The solution provides email notifications to service agents and/or customers regarding status changes to a service request. This feature is offered as a personal preference option that can be turned on or off by service agents, system administrators and customers.		Explain here.						
Pre-population of Customer Data from ACD/IVR	M	X	X	X	X	X	X	X
The solution uses input from an Automated Call Director to pre-populate customer information and possibly service request type. The solution also has the ability to route service request to appropriate service agent based on customer input.		Explain here.						
Time Tracking	M	X	X	X	X	X	X	X
The solution tracks time consumed for services rendered for billing, future SLA negotiations, service agent performance measurement and other purposes.		Explain here.						
Service Level Agreement Compliance	M	X	X	X	X	X	X	X
The solution only offers services from the service catalog that are appropriate and/or a part of a customer's Service Agreement. However, the solution still allows for entry of an incident or problem that is outside the Service Agreement.		Explain here.						
Service Level Agreement Assignment	M	X	X	X	X	X	X	X
The solution automatically assigns the appropriate Service Level to individual customer incidents based on their department or business unit's master Service Level Agreement. The agreement can be modified on a per-incident or problem basis if necessary.		Explain here.						
Service Catalog	M	X	X	X	X	X	X	X
The solution provides a service catalog that can offer a variety of service types, e.g.: - IT services, such as new hardware and software installations		Explain here.						

General Case Management								
Requirement	Level	How does your solution meet this requirement? Clear the X for those that do not apply, then explain in the space provided precisely how your solution meets this requirement – DO NOT LEAVE BLANK						
		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
<p>- HR services, such as on-boarding and off-boarding new employees - Financial services, such as requesting an adjustment to a payment - Payroll services, such as requesting direct deposit changes</p> <p>Further, the solution provides for unanticipated service types by allowing flexible service definitions that are suited to the current set of business needs. Service agents and system administrators can add new services, modify services and remove services from the catalog without programming or scripting knowledge.</p>								
Service Catalog Triggers	M	X	X	X	X	X	X	X
When service catalog items are requested, the solution can optionally trigger a variety of actions, e.g. when a "Process New Employee" request is chosen, unions are automatically notified about the new hire. Action can optionally be delayed for a period after the trigger, e.g. eligibility dates for probationary review and completion (6 months).		Explain here.						
Service Classification	S	X	X	X	X	X	X	X
<p>The solution provides the ability to classify services according to user or system administrator-defined categories, including but not limited to:</p> <p>Proximity (where is the service available) Commonality ("one size fits all" or customer-specific) Frequency (annually, quarterly, monthly, ad-hoc, etc.)</p>		Explain here.						
Account Validation	S	X	X	X	X	X	X	X
Solution provides financial account validation for service catalog selections that require an expense account. The validation is performed against external data sources, such as financial accounting system, payroll and HRIS.		Explain here.						
Unknown Customer	M	X	X	X	X	X	X	X
<p>The solution provides the ability to manage and track incidents, problems and change requests for customers who are not in campus directories. This could include but not limited to:</p> <p>Vendors Temporary employees Job applicants Consultants Former employees</p> <p>The solution provides temporary access so that these customers can check status and track their cases, or provide status changes by email.</p>		Explain here.						
Voice Replication	M	X	X	X	X	X	X	X

General Case Management							
Requirement	Level	How does your solution meet this requirement? Clear the X for those that do not apply, then explain in the space provided precisely how your solution meets this requirement – DO NOT LEAVE BLANK					
		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable
The solution provides the ability to replicate all services offered online by calling the Service Desk, leaving no services “orphaned” to the web portal.		Explain here.					
Workload Management	M	X	X	X	X	X	X
The solution directs incident escalations and problems to service agents or teams with the appropriate skill sets and available capacity.		Explain here.					
Workflow	M	X	X	X	X	X	X
The solution routes incidents and service requests through a business process, expecting confirmable actions at each step before closing. At any time the system can report how many cases are at each step in the business process.		Explain here.					
Workflow/Process Templates	S	X	X	X	X	X	X
The solution provides process and workflow templates based on known best practices in the areas of HR, Finance, Payroll and IT, e.g. "on-boarding" and "off-boarding" of employees.		Explain here.					
Workflow/Process Exposure	M	X	X	X	X	X	X
The solution can be modified or configured to expose only necessary information to perform any process or workflow, according the current user's role.		Explain here.					
Workflow Routing	S	X	X	X	X	X	X
The solution provides workflow routing beyond simple escalation. Workflow routing can be based on criteria such as business rules, skill sets, department, user role and availability.		Explain here.					
Workflow Duplication	M	X	X	X	X	X	X
The solution can initiate a new workflow based on the last entered workflow, where only a few fields change, e.g. re-use the same workflow form to onboard a group of employees at the same pay grade and department, where only the personal information changes.		Explain here.					
Workflow Progress	M	X	X	X	X	X	X
Checks can be performed to ensure that all requests are progressed and closed in a timely manner. The solution alerts service agents of stalled workflow progress.		Explain here.					
Workflow Scheduling	C	X	X	X	X	X	X
The solution provides for scheduling of resources and employees based upon availability of those resources, e.g. the workflow automatically schedules an appointment between a new employee and their new supervisor.		Explain here.					
External Workflow	M	X	X	X	X	X	X
The solution can route incidents and service requests outside the organization via email and other forms of distribution, then respond to		Explain here.					

General Case Management								
Requirement	Level	How does your solution meet this requirement? Clear the X for those that do not apply, then explain in the space provided precisely how your solution meets this requirement – DO NOT LEAVE BLANK						
		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
external triggers (web form submission, inbound email, batch process, etc.) when the request re-enters the system.								
Co-browse	S	X	X	X	X	X	X	X
The solution provides the ability to assume control of the customer's computer or allows the service agent to co-browse the web and web portal.		Explain here.						
External Data Display	S	X	X	X	X	X	X	X
The solution can retrieve information from external data sources via web services, etc. and display those results in a user-defined format during a customer's initial contact with a service desk agent.		Explain here.						
Customer Prioritization	S	X	X	X	X	X	X	X
Customers can be classified to receive different levels of service within their SLA, e.g. key employees, executives, etc. receive faster service or higher priority. Service desk agents are alerted on first contact. Classification names and types can be customized.		Explain here.						
Business Emergencies	S	X	X	X	X	X	X	X
The solution provides the capability to organize and store processes to handle anticipated business emergencies or special events. This includes contact lists and procedures.								
Fulfillment	S	X	X	X	X	X	X	X
The solution provides the capability to distribute follow-up documents, and to produce "pick and pack" lists of documents for transmission. The distribution channels include email, regular mail, internal mail, and web link sharing via email or bi-directional journals.		Explain here.						
Email Notification of Case Queue Changes	M	X	X	X	X	X	X	X
The solution provides the capability to email service agents when the contents of their incident or service request queue has changed. This is most useful to service desk agents and managers who handle few cases for functional reasons, so as not require them to log into their solution "home page" on a regular basis.		Explain here.						
Feedback	S	X	X	X	X	X	X	X
The solution solicits customer feedback when cases are closed, such as surveys, ratings, and direct comments. The feedback can be aggregated across multiple communication channels, and reports can be generated.		Explain here.						
Integrated Remote Control	S	X	X	X	X	X	X	X
The solution provides integrated remote control of desktop and servers by service agents for the purpose of incident and problem resolution. Access to remote control tools by service agents is subject to their defined user role, and the solution must enforce customers' consent		Explain here.						

General Case Management							
Requirement	Level	How does your solution meet this requirement? Clear the X for those that do not apply, then explain in the space provided precisely how your solution meets this requirement – DO NOT LEAVE BLANK					
		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable
prior to assuming control of their computing devices. The date and time of such end-user consent must be documented via a retrievable log entry.							

Vendor Help & Support								
Requirement	Level	How does your solution meet this requirement? Clear the X for those that do not apply, then explain in the space provided precisely how your solution meets this requirement – DO NOT LEAVE BLANK						
		Core Product Functionality	Requires Additional Module(s)	Simple Configuration Change(s)	Customize Source Code	3 rd Party Solution(s) Required	Not Applicable	Other
		Support Depth	M	X	X	X	X	X
<p>The vendor provides comprehensive customer support to UC Davis, such as:</p> <ul style="list-style-type: none"> - Training classes - FAQ - Knowledgebase - User manual/documentation - Direct email support or online email form - Videos - Tutorials - Online updates - Direct link to web site from solution interface - Telephone support - User community forums 		Explain here.						

Major System Integration Experience

The tables below outline some known and/or possible integration points between the case management solution and existing or future campus systems. Please include in your response any previous experience integrating your case management solution with these systems.

University of California Payroll System (PPS)

The University of California uses its Personnel Payroll System (PPS) to pay all employees. Each campus employs its own variation of PPS, caused by individual customizations since its launch in the early 1980's. The UC Office of the President (UCOP) has provided limited ability to interface with PPS through generic web services, and the web services are maintained by UCOP. PPS data is also available in a relational data warehouse, but the information in the warehouse does not always reflect the most current changes to the payroll data.

Possible PPS interface requirements for the case management solution may include:

- Access PPS data for reports and display in the case management solution user interface or web portal.
- Access PPS data in order to assist service agents in their resolution of payroll incidents

If you have experience integrating your case management solution with PPS, please explain here. You may also include any experience interfacing with major payroll systems that service more than 50,000 employees:

Human Resources Information System (HRIS)

The University of California is currently seeking the procurement of a system-wide HRIS solution to enhance our ability to manage HR data and issues, and reduce the cost of human capital management. The solution sought will be a current, “best of breed” system.

Possible HRIS interface requirements for the case management solution may include:

- Access to employee data, as the HRIS is anticipated to be the system of record for basic employee information
- Access HRIS data in order to assist service agents in their resolution of HR-related incidents
- Automated workflow processes that initiate action or update data in the HRIS

If you have experience integrating your case management solution with current, enterprise-class HRIS solutions, please explain here:

Multiple LDAP Sources

UC Davis currently maintains many Lightweight Directory Access Protocol (LDAP) data sources for various lists.

Possible integration requirements for the case management solution may include:

- The ability to access multiple LDAP sources to compile a single list within the case management solution user interface.

If you have experience integrating your case management solution with multiple LDAP sources, please explain here:

Paetec Pinnacle

UC Davis' Communications Resources unit (CR) currently employs Paetec's Pinnacle software to manage its telecom system, including asset management, service requests, maintenance and chargebacks.

Possible Pinnacle integration requirements for the case management solution include:

- Bi-directional update of Pinnacle's configuration management database (uses Oracle)
- Since CR will provide Tier 2 support to the SSC for network and telecom-related incidents, pre-population of work orders in Pinnacle may be desired. Work order status change or completion should also update the original case in the case management solution.

If you have experience integrating your case management solution with Pinnacle, please explain here:

Oracle IPM Document Management System

The SSC will use Oracle IPM as its document management system. Possible Oracle IPM integration requirements for the case management solution include:

- The ability to retrieve documents for Tier 0 support through the case management solution web portal
- The ability to retrieve and store documents in Oracle IPM from the case management client software

If you have experience integrating your case management solution with Oracle IPM, please explain here:

Future Identity Management System

UC Davis is currently developing a new identity management system (IAM), using the following high level components:

- an identity reconciliation process that will populate a Person Repository
- a Roles Management system to store institutional and target application roles which will be used to automatically provision and de-provision target applications via an identity management authorization engine

The system will control access, authorization, and provide single sign on for a range of University applications, including the campus web portal and departmental applications.

Possible IAM integration requirements for the case management solution include the ability to:

- Determine hierarchical relationships between employee and supervisor, such that they can access systems, applications and data where the relationship warrants. For example, an employee can retrieve their employment-related documents through the case management web portal. Their supervisors can also access the same documents by their supervisory relationship with the employee.
- Be front-ended by an external web single sign on service. UC Davis currently uses Shibboleth (open source) and Central Authorization Service (CAS – also open source), which uses the Kerberos protocol.
- Have accounts be automatically provisioned and de-provisioned by an external Identity and Access Management system.
- Have roles be pushed from an external Role Management system.

If you have experience integrating your case management solution with identity management systems in such scenarios, please explain here. Also describe any standards used to integrate with external computing systems, e.g. SAML:

BigFix (Now IBM Tivoli Endpoint Manager)

UC Davis currently uses BigFix for patch and related endpoint management tasks. Possible integration with BigFix might include automation of processes initiated from the case management solution which are performed by BigFix.

If you have experience integrating your case management solution with BigFix in such applications, please explain here:

Workflow Engines

UC Davis anticipates increased use of enterprise-level applications that use workflow engines, e.g. Kuali (open source -- <http://www.kuali.org/rice>) and Microsoft SharePoint. It may be necessary for the case management solution to integrate with those external workflow engines to perform certain tasks.

If you have experience integrating your case management solution with external workflow engines in such applications, please explain here:

Security and Architectural Policy Requirements

The tables below outline UC and UC Davis policy requirements for security and architecture as they apply to the case management solution. Include in your response how the proposed solution will address each.

Security Controls

If a SaaS application is proposed, specifically indicate the extent to which the application meets Cloud Security Alliance (CSA) security controls. The latest CSA controls matrix is version 1.1, and is available at

[http://www.cloudsecurityalliance.org/guidance/CSA Cloud Controls Matrix \(CCM\) R1.1 FINAL.xlsx](http://www.cloudsecurityalliance.org/guidance/CSA%20Cloud%20Controls%20Matrix%20(CCM)%20R1.1%20FINAL.xlsx)

Enter your response here:

Security Vulnerabilities

If an on-premise solution is proposed, do you assume responsibility for security vulnerabilities? This includes:

- scanning the application for security vulnerabilities
- prioritizing vulnerability urgency and severity for remediation
- providing either a solution to the vulnerability or a problem bypass that is acceptable to UC Davis

If you assume responsibility, please explain your guarantee that such vulnerabilities will be addressed in a timely manner. If UC Davis assumes responsibility, explain how you can assist with detection and resolution of security vulnerabilities.

Enter your response here:

UC Davis Cyber-Safety Standards

Please explain how your proposed solution meets the UC Davis Cyber-Safety Standards, with emphasis is on the following:

- Case management solution application code is compatible with critical security updates to the application environment, operating systems and underlying databases.
- Case management solution updates are available within seven days of public release of critical security updates.

The standards are available at:

<http://security.ucdavis.edu/cybersafety.cfm>

Enter your response here:

UC Data Security Appendix

The UC Data Security Appendix must be a part of the purchase agreement for the case management solution. Please indicate that you have reviewed the Appendix and will be able to sign a purchase agreement which includes this Appendix. Appendix DS is attached.

Enter your response here:

Vendor Access To Solution

Given that UC Davis may need vendor support for the case management solution, please describe your authentication and authorization controls for your employees and sub-contractors that may need to remotely access the UC Davis instance of the case management solution for trouble-shooting purposes. Will such access be under two-factor authentication or shared accounts/passwords? Will such account passwords be subject to strength requirements (similar to UC Davis standards) and changed after each use? Will such access be logged so that UC Davis will be knowledgeable about such access. Will such support employees/contractors be required to pass background checks?

Enter your response here:

Identity and Access Management System

Access to functions of the proposed solution should be based on a work requirement and use the campus Identity and Access Management System, which currently consist of Shibboleth (open source) and Central Authorization Service (CAS – also open source), which uses the Kerberos protocol. The functions include, but are not limited to

- application sign on
- web portal sign on
- report access and editing
- knowledgebase access and editing
- case access and editing (including cases with sensitive personal information, e.g. payroll, benefits or harassment cases)
- solution administration privileges
- EDMS document access

Please explain how your proposed solution can use these systems for identity and access management to various functions of the solution.

Enter your response here:

Personal Identity Information

The proposed solution should provide or support third party tools to identify and, if necessary, remove personal identity information contained in the case management system. This function would reduce institutional risk due to unauthorized access to personal identity information. While personal identity information will not be directly requested by the case management tool, experience has shown that customers often submit such information to document a problem. The campus currently licenses IdentityFinder to detect personal identity information within endpoints and databases.

Please explain how your proposed solution can monitor, document, correct and report personal identity information in its database, either directly or using third-party tools such as IdentityFinder.

Enter your response here:

Auditing

An auditing or “logging” function for authentication, access to and use of case management solution resources is essential for identifying and reviewing application and system processes as well as identifying possible unauthorized activity. The solution should provide:

- user-configurable audit capability
- user-defined audit reports

The audit function may be particularly important for compliance issues and may help address concerns from access/review of EDMS records.

Please explain how the proposed solution can monitor, document, and report system and resource use, either directly or using third-party tools.

Enter your response here:

Web Browser Compatibility

UC Davis has established a standard for web browsers that must be supported by web applications that are used by multiple UC locations. This standard, along with supporting documentation, may be viewed at

<https://confluence.ucdavis.edu/confluence/x/dwXnAQ>

Explain how the proposed solution conforms to this standard.

Enter your response here:

3. COST PROPOSAL

This section requires a detailed breakdown of all costs for the proposed solution. Be clear as possible as to what the costs include and do not include. The responsibility of developing a response that is easily understood by UC Davis is that of the bidder, not UC Davis.

Totals from each detail sheet below are to be summarized on the final summary page. Any costs that are not included in this proposal will not be allowed in a final contract nor will the University reimburse them. In other words, you are strongly encouraged to refrain from using language such as:

“Bidder’s configurations will be sent under separate cover and are subject to change.”

“To be determined”

If you need additional information to make an accurate quote, contact us before the deadline, **not after**.

Bidders may attach their own cost detail sheets, provided **all** requested information is clearly identified. Totals must be provided on the final summary page for each detail category and must match the detail sheets.

If both on-premise and Software-as-a-Service (SaaS) options are available, please complete a separate cost proposal section for each option, including the detail sheets and pricing summary page.

NO PAYMENT WILL BE MADE IN ADVANCE OF PRODUCT DELIVERY OR WORK PERFORMED.

System Architecture

On the following detail sheet, list any costs for **all** system architecture components necessary to support your proposed solution. Assume that UC Davis does not currently own any component necessary to support your solution other than basic network connectivity. This includes, but is not limited to:

- application servers
- web servers
- database servers
- middleware
- database licenses
- Citrix or other layering technologies
- web application and/or network firewalls
- intrusion prevention systems
- load balancers
- telecom equipment

- any other peripherals, hardware or software that is **necessary** to support your solution, but is not part of your core product.

UC Davis reserves the right to acquire any or all of components or services listed in this section from other vendors.

Please use whole dollars for all costs. Do not enter any training or labor costs here. These are only hardware and software components for system architecture. Enter any labor costs for installation of these components in the Vendor Labor detail cost sheet.

In the first column give the cost a name and describe the cost. Also indicate whether this cost is required or optional, by clearing the "X" from the field that does not apply. The reasons a cost would be required are:

- the cost is necessary to meet a functional requirement in this RFP
- the cost is necessary to meet a system requirement (necessary for the solution to function)
- the cost is necessary to meet a policy requirement in this RFP
- the solution will not otherwise function or meet the needs of UC Davis without incurring the cost

In the columns labeled Year 1 through Year 5, enter the cost for that year. Assume that all solution implementation costs occur in Year 1, including installation, integration and testing. In the columns Year 2 through Year 5, enter the recurring cost, e.g. licenses, maintenance, etc. In the last column, add Year 1 through Year 5 costs and enter the total cost. Finally, add the total costs column to arrive at the 5-year Grand Total cost. Be sure to transfer this cost to the summary page.

Note - Make and use additional copies of the cost detail sheet as necessary.

System Architecture*

Cost Description		Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
Required Cost	Optional Cost						
X	X						
Describe cost here.							
Cost Description		Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
Required Cost	Optional Cost						
X	X						
Describe cost here.							
Cost Description		Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
Required Cost	Optional Cost						
X	X						
Describe cost here.							
Cost Description		Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
Required Cost	Optional Cost						
X	X						
Describe cost here.							

*Make copies of this sheet as necessary to list additional costs. Transfer column totals to the Pricing Summary sheet.

Software

On this detail sheet, list **all** software costs for the proposed solution. Include the costs for your “core product” and any additional modules and third-party solutions that must be used to satisfy the requirements of this RFP.

When calculating license fees, use the following metrics:

- 30 Tier 1 administrative users (includes 25 concurrent users)
- 15 Tier 2/Tier 3 administrative users (includes 5 concurrent users)
- 7000 end users (customers) with access through web portal

If your solution uses a “floating license” model, use these metrics instead:

- 15 named users
- 30 floating users
- 7000 end users (customers) with access through web portal

Please use whole dollars for all costs. Do not enter any labor cost here. These are only software-related fees, such as license, maintenance and software support fees. Enter any labor costs for installation, integration and testing of software components in the Vendor Labor detail cost sheet.

In the first column give the cost a name and describe the cost. Also indicate whether this cost is required or optional, by clearing the “X” from the field that does not apply. The reasons a cost would be required are:

- the cost is necessary to meet a functional requirement in this RFP
- the cost is necessary to meet a system requirement (necessary for the solution to function)
- the cost is necessary to meet a policy requirement in this RFP
- the solution will not otherwise function or meet the needs of UC Davis without incurring the cost

In the columns labeled Year 1 through Year 5, enter the cost for that year. Assume that all solution implementation costs occur in Year 1, including initial licensing. In the columns Year 2 through Year 5, enter the recurring cost, e.g. licenses, maintenance, etc.

In the last column, add Year 1 through Year 5 costs and enter the total cost. Finally, add the total costs column to arrive at the 5-year Grand Total cost. Be sure to transfer this cost to the summary page.

Note - Make and use additional copies of the cost detail sheet as necessary.

Software*

Cost Description		Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
Required Cost	Optional Cost						
X	X						
Describe cost here.							
Cost Description		Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
Required Cost	Optional Cost						
X	X						
Describe cost here.							
Cost Description		Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
Required Cost	Optional Cost						
X	X						
Describe cost here.							
Cost Description		Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
Required Cost	Optional Cost						
X	X						
Describe cost here.							

*Make copies of this sheet as necessary to list additional costs. Transfer column totals to the Pricing Summary sheet.

Vendor Labor

On this detail sheet, list any costs for **all** of your labor necessary to install, integrate, test and maintain your proposed solution.

Please use whole dollars for all costs.

In the first column give the cost a name and describe the cost. Also indicate whether this cost is required or optional, by clearing the "X" from the field that does not apply. The reasons a cost would be required are:

- the cost is necessary to meet a functional requirement in this RFP
- the cost is necessary to meet a system requirement (necessary for the solution to function)
- the cost is necessary to meet a policy requirement in this RFP
- the solution will not otherwise function or meet the needs of UC Davis without incurring the cost

In the columns labeled Year 1 through Year 5, enter the cost for that year. Assume that all solution implementation costs occur in Year 1, including installation, integration and testing. In the columns Year 2 through Year 5, enter the recurring labor cost, e.g. vendor-maintained knowledgebase content, upgrade assistance labor, etc.

In the last column, add Year 1 through Year 5 costs and enter the total cost. Finally, add the total costs column to arrive at the 5-year Grand Total cost. Be sure to transfer this cost to the summary page.

Note - Make and use additional copies of the cost detail sheet as necessary.

Vendor Labor*

Cost Description		Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
Required Cost	Optional Cost						
X	X						
Describe cost here.							
Cost Description		Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
Required Cost	Optional Cost						
X	X						
Describe cost here.							
Cost Description		Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
Required Cost	Optional Cost						
X	X						
Describe cost here.							
Cost Description		Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
Required Cost	Optional Cost						
X	X						
Describe cost here.							

*Make copies of this sheet as necessary to list additional costs. Transfer column totals to the Pricing Summary sheet.

Training

On this detail sheet, list costs for your recommended training plan that is typically provided as part of the solution implementation service. In the description for each course in your training plan, include the following:

- total number of sessions, duration, and maximum number of trainees per session
- required trainee skill set
- a brief description of training objectives
- a listing of all documentation provided in the training
- indicate whether the training takes place on-site or off-site
- if training is off-site, list available training locations

Please use whole dollars for all costs. If all training occurs in Year 1, please enter zeros for the remaining years. If ongoing training is necessary or anticipated, please enter those in the appropriate years.

In the first column give the cost a name and describe the cost. Enter the cost in the last column. Be sure to transfer this cost to the pricing summary page.

Note - Make and use additional copies of the cost detail sheet as necessary.

Training*

Cost Description		Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
Required Cost	Optional Cost						
X	X						
Describe cost here.							
Cost Description		Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
Required Cost	Optional Cost						
X	X						
Describe cost here.							
Cost Description		Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
Required Cost	Optional Cost						
X	X						
Describe cost here.							
Cost Description		Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
Required Cost	Optional Cost						
X	X						
Describe cost here.							

*Make copies of this sheet as necessary to list additional costs. Transfer column totals to the Pricing Summary sheet.

Pricing Summary

Use the pricing summary sheet on the next page to record the costs from each of the preceding detail sheets. Use whole dollars only. If you are submitting multiple proposals or proposal variants, please use a separate summary sheet for each.

Summary Sheet Instructions

System Architecture – Add the costs from the Year 1 column on all System Architecture pricing detail sheets and enter in the Year 1 Total cell. Repeat for Year 2 through Year 5 columns. Add all annual costs in the System Architecture row and record the total in the last cell labeled “System Architecture 5-Year Total.”

Software – Add the costs from the Year 1 column on all Software pricing detail sheets and enter in the Year 1 Total cell. Repeat for Year 2 through Year 5 columns. Add all annual costs in the Software row and record the total in the last cell labeled “Software 5-Year Total.”

Vendor Labor – Add the costs from the Year 1 column on all Vendor Labor pricing detail sheets and enter in the Year 1 Total cell. Repeat for Year 2 through Year 5 columns. Add all annual costs in the Vendor Labor row and record the total in the last cell labeled “Vendor Labor 5-Year Total.”

Training – Add the costs from the Year 1 column on all Training pricing detail sheets and enter in the Year 1 Total cell. Repeat for Year 2 through Year 5 columns. Add all annual costs in the Training row and record the total in the last cell labeled “Training 5-Year Total.”

Annual Totals – Add the costs from the Year 1 column and record the total in the last row of the summary sheet. Repeat for Year 2 through Year 5 columns.

Grand Total – Add the costs from the last column and enter the result in the Grand Total cell. Please ensure this total equals the sum of all the cells in the Annual Totals row.

Note - Make and use additional copies of the pricing summary sheet as necessary.

Price Summary*						
System Architecture	Year 1 Total	Year 2 Total	Year 3 Total	Year 4 Total	Year 5 Total	System Architecture 5-Year Total
Bring forward annual costs from the System Architecture pricing detail sheets.						
Software	Year 1 Total	Year 2 Total	Year 3 Total	Year 4 Total	Year 5 Total	Software 5-Year Total
Bring forward annual costs from the Software pricing detail sheets.						
Vendor Labor	Year 1 Total	Year 2 Total	Year 3 Total	Year 4 Total	Year 5 Total	Vendor Labor 5-Year Total
Bring forward annual costs from the Vendor Labor pricing detail sheets.						
Training	Year 1 Total	Year 2 Total	Year 3 Total	Year 4 Total	Year 5 Total	Training 5-Year Total
Bring forward annual costs from the Training pricing detail sheets. If all training cost occurs in Year 1, please enter zeros for the remaining years.						
Annual Totals						Grand Total

*Make copies of this sheet as necessary to show costs for multiple p

4. GENERAL INFORMATION/TERMS AND CONDITIONS

4.1 ISSUING OFFICE

This RFP is issued by the **UNIVERSITY** of California, Davis, Purchasing Department.

4.2 PURPOSE

This RFP provides prospective **BIDDERS** with sufficient information to enable them to prepare and submit a proposal.

In this RFP, the term "**UNIVERSITY**" or "UC Davis" or "Mondavi Center" shall be understood to mean "University of California, Davis". The term "**BIDDER**", "Vendor and/or "Contractor", as used herein, shall be understood to mean the individual, company, corporation or firm whose product is selected for purchase after successfully bidding in response to this RFP. Until a purchase is recommended and approved, the term shall be understood to mean the individual, company, corporation or firm formally submitting a response to this RFP. The term "response," as used herein, shall be understood to mean a written offer to provide goods and/or services in accordance with the general conditions, instructions and specifications stated herein with exceptions clearly stated.

4.3 SCOPE

This RFP contains the instructions governing the proposals to be submitted and the material to be included therein. Mandatory requirements within must be met to be eligible for consideration.

PROJECTED SCHEDULE OF ACTIVITIES

- RFP mailed to prospective **BIDDERS**, **April 19, 2011**.
- Last day to submit questions: **April 29, 2011**.
- RFP response submission deadline: **May 10, 2011 3:00 p.m. PST**.
- Oral presentations/demonstrations, site visits: **May 24, 2011 (estimated.)**
- Evaluations completed and purchase recommendation made: **June 30, 2011 (estimated.)**

4.3.1 PRODUCT DEMONSTRATION - Optional

The **UNIVERSITY** may require one (1) or more **BIDDER(S)** to provide a live demonstration of its proposed solution, on site at a **UNIVERSITY** specified location.

Demonstrations may occur over the course of several days. The **BIDDER** should propose options for carrying out such a demonstration. The **BIDDER** should detail its space and equipment requirements that would need to be fulfilled by the **UNIVERSITY**.

The demonstration shall enable the University to observe any or all end-user and system administrator functions that are proposed in the **BIDDER'S** response to the RFP. Bidders should be prepared to use the data within the RFP document as well as respond to ad hoc requests to demonstrate system functions.

The demonstration should be performed on the current production version of the system. The demonstration system should not contain any product source code customization; unless this customization has been described in the RFP response and any associated costs have been detailed in the proposal.

INVITATION TO BID/RESPOND AND RESPONSIBILITIES OF BIDDERS

The **UNIVERSITY** is hereby contacting prospective **BIDDERS** who have an interest or are known to do business relevant to this RFP. All interested individuals/firms who were not contacted are invited to submit a proposal in accordance with the policies, procedures and dates as set forth herein. In the event of "no bid," please sign bid, indicating, "no bid" and return.

4.4 INQUIRIES

Prospective **BIDDERS** may make written inquiries by e-mail concerning this RFP to obtain clarification of requirements. Inquiries must be directed to the UC Davis Purchasing department as indicated below.

Inquiries must be directed (via e-mail) to:

Alex Martin
Buyer Supervisor
University of California, Davis
Materiel Management
Purchasing Department
E-mail: aamartin@ucdavis.edu

4.5 ADDENDUM OR SUPPLEMENT TO RFP

The **UNIVERSITY** may modify the RFP prior to the date set for its receipt of proposal, by issuance of amendments, sent by facsimile, overnight courier or certified mail with return receipt requested to all vendors who receive a copy of this RFP from the **UNIVERSITY**. 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 proposal as submitted.

No oral or written statements made by **UNIVERSITY** personnel shall be considered an amendment to this RFP unless the statements are contained in a written document identified as a written amendment to this RFP.

4.6 PROPOSAL SUBMISSION/REQUIRED SUBMITTALS

The **BIDDER** is required to submit **one signed paper original (original in paper and CD version, signature on CD not necessary)** and **Eight (8) copies (in paper and CD version)** of the full response to this RFP. The "official copy" containing the required original signatures shall be identified by a sealed envelope marked and addressed as required. The remaining copies may be boxed for convenience. Each copy must include a complete request for proposal and any other required information for **UNIVERSITY** evaluation.

- The proposal package must be received on or before **May 10, 2011, 3:00 p.m. PST**, at the address given below:

Express Package (Physical) Address:

Alex Martin
Buyer Supervisor
University of California, Davis
Materiel Management
Purchasing Department
3215 Apiary Way
Davis, CA 95616-5270
RFQ #: 01-015654278AM

Mailing address:

Alex Martin
Buyer Supervisor
University of California, Davis
Materiel Management
Purchasing Department
One Shields Ave
Davis, CA 95616-5270
RFQ #: 01-015654278AM

Proposals received after the RFP closing date and time indicated shall stand rejected unless the delay is due to negligence of the **UNIVERSITY**. It is the **BIDDER'S** sole responsibility to assure that its proposal is received on or before the RFP closing date.

A **BIDDER** may withdraw its proposal anytime prior to the fixed deadline for receipt of proposals (closing date), by submitting to the **UNIVERSITY** contact, Alex Martin, a written notification of its withdrawal, signed by the vendor or its authorized agent. The vendor may thereafter submit a new or modified proposal prior to such date and time set for receipt of proposal.

The **UNIVERSITY** reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items bid if deemed in the best interest of the **UNIVERSITY** to do so.

Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself and the indication of enclosed proprietary information clearly marked on the outside of the sealed proposal package. Proprietary information submitted in response to this Request for Proposal will be handled in accordance with applicable State of California procurement regulations.

4.7 NEWS RELEASES

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

No form of the **UNIVERSITY'S** name shall be used in promotional materials, signs, announcements or other forms of communication or advertising originated by vendor unless the **UNIVERSITY'S** express written permission for such use has been obtained in advance.

4.8 RESPONSE MATERIAL OWNERSHIP

All material submitted regarding this RFP becomes the property of the **UNIVERSITY** and will only be returned to the **BIDDER** at the **UNIVERSITY'S** option.

4.9 INCURRING COSTS

The **UNIVERSITY** is not liable for any cost incurred by **BIDDERS** prior to issuance of an agreement, contract or purchase order.

4.10 ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful **BIDDER** will become contractual obligations of the **BIDDER** if the **UNIVERSITY** takes acquisition action in reliance thereon. Failure of the successful **BIDDER** to accept these obligations in a purchase agreement, purchase order, delivery order or similar acquisition contract may result in cancellation of the award and such **BIDDER** may be removed from future solicitations. The **UNIVERSITY** may, at its option, enter into negotiations with the successful **BIDDER**, but neither party shall have any contractual obligations unless or until a written contract is signed by both parties or the **UNIVERSITY** takes acquisition action in reliance upon the **BIDDER'S** response. Under these conditions, the **UNIVERSITY** reserves the right to enter into negotiations with the next ranking **BIDDER** on the same terms and conditions as set forth herein. The **UNIVERSITY** reserves the right to reject all proposals received in response to this request for any reason or for no reason.

4.11 OFFER/ACCEPTANCE PERIOD

The **UNIVERSITY** intends to make a bid selection for contract negotiation within the period indicated in the Schedule of Activities. Proposals in the possession of the **UNIVERSITY** at the closing time for receipt of proposals are considered final and will be held as an irrevocable offer for one hundred eighty (180) days from that date.

4.12 ADDITIONAL DATA

The **BIDDER** must submit any additional information or data not requested in this RFP which the **BIDDER** believes it must be considered in the evaluation of a response.

4.13 BASIS OF AWARD

Proposals meeting pre-qualification criteria and all mandatory requirements will be evaluated and awarded points based on the specifications and requirements listed in this RFP. Final award will be based on the lowest cost per quality point. To determine the lowest cost per quality point, each **BIDDER'S** proposed cost of the project shall be divided by the total quality points awarded to that particular **BIDDER'S** proposal as described above. To determine the total quality points, an average will be taken of the total points awarded by individual **UNIVERSITY** committee evaluators (where vendors use different pricing model or bid for separate sections of the RFP, the **UNIVERSITY** will make every effort to arrive at a "cost per unit/service," to ensure a level comparison). The resulting average of quality points will be divided into the total cost to determine the cost per quality point.

The **BIDDER** whose proposal has the lowest cost-per-quality point score will be awarded the opportunity to engage in final negotiations on the provisions of the Agreement. If, however, the **UNIVERSITY** and the **BIDDER** with the lowest cost-per-quality point score are unable to reach agreement the **UNIVERSITY** reserves the right to cease negotiations with that **BIDDER** and either

award the **BIDDER** with the next lowest quality point score the opportunity to negotiate or reject all proposals. If the parties are unable to reach agreement, the **UNIVERSITY** reserves the right to cease negotiations with the second **BIDDER** and either award the **BIDDER** with the third lowest quality point score the opportunity to negotiate, or reject all proposals, and so on until either agreement on the provisions of the Agreement are reached or the **UNIVERSITY** rejects all proposals.

The University will review all submittals and if the University determines it necessary, select one or more of the top finalists to make oral presentations to a University-selected committee. Proposals selected for oral presentations/product demonstration shall receive additional quality points based on the committee's evaluation.

Responses that are incomplete in that there has been a failure to respond to all of the requested areas and **BIDDERS** not meeting prequalification standards shall be disqualified. The **UNIVERSITY** reserves the right to set the criteria for and make the determination independently in each case.

The **UNIVERSITY** reserves the right to accept, reject or waive any irregularities in any bid proposal. The **UNIVERSITY** reserves the right to recommend the purchase of a **BIDDER'S** product after reviewing, evaluating and comparing all bid proposals and negotiating an agreement pursuant to the evaluation criteria indicated in this RFP.

If funds are not available to the **UNIVERSITY**, this award will either be postponed or cancelled.

The **UNIVERSITY** reserves the right to select partial solutions from the vendor's offering.

4.14 BIDDER SELECTION

The selection of a successful **BIDDER** through this RFP is not intended to be exclusionary. The **UNIVERSITY** has made every reasonable attempt to ensure that all **BIDDERS** capable of supplying that which is listed in this RFP have received a copy of the RFP. However, if any **BIDDER** feels they have been overlooked, they must contact the Purchasing Department, University of California at Davis, to receive a copy of the RFP.

4.15 F.O.B. POINT

All prices bid shall be F.O.B. University of California, Davis, California, freight included, and shall include performance to the satisfaction of the specifications listed in this proposal and to the satisfaction of the evaluation committee.

4.16 SPECIFICATION REQUIREMENT

All proposals must meet or exceed the specifications provided herein. Evaluation of the extent to which proposals meet specifications will be performed SOLELY and determined SOLELY by the University of California, Davis, in concurrence with the University of California, Davis, Purchasing Department.

4.17 FORMAT OF RFP RESPONSE

Proposals must be submitted in the same format as the RFP, inclusive of all sections and appendices. **BIDDERS** are required to identify each section of the RFP and respond accordingly. The proposal shall be prepared in a straightforward and concise manner, identifying clearly and succinctly any and all deviations and enhancements. Emphasis should be placed on the conformance to the RFP instructions, responsiveness to the RFP requirements and completeness and clarity of content. The

Proposal should include a Table of Contents that gives page numbers and should be in sufficient detail to facilitate easy reference to all requested information.

The Proposal shall be signed by an individual who is authorized to bind the vendor contractually and shall show the name of the company and the RFP identification number **01-015654278AM**. The signature should be presented at the beginning of the proposal. The name and title of the individual signing the form should be typed immediately below the signature. An unsigned proposal shall be rejected.

4.18 RFP DISTRIBUTION

The **UNIVERSITY** is the agency authorized to distribute Proposals. Distribution of Proposals to parties other than those specifically designated by the **UNIVERSITY** is not authorized. Failure to observe this guideline may result in vendor disqualification.

4.19 DISCLOSURE OF INFORMATION

All information and material submitted to the **UNIVERSITY** in response to this RFP may be reproduced by the **UNIVERSITY** for the purpose of providing copies to authorized **UNIVERSITY** personnel involved in the evaluation of the proposals but shall be exempt from public inspection under the California Public Records Act until such time as an Agreement is executed. Once an Agreement is executed, the California Public Records Acts limits the **UNIVERSITY'S** ability to withhold data or trade secrets, as defined by statute. If a vendor's proposals contain any such trade secrets that the vendor does not want disclosed to the public, subsequent to the execution of the agreement, each sheet of such information must be marked by the vendor as a "trade secret." If, after the agreement is executed, a third party requests a copy of any vendor's proposal and such documents contain material marked "trade secret," the **UNIVERSITY** shall withhold that information if it meets the statutory definition of trade secret and the vendor agrees to defend, indemnify and hold harmless the **UNIVERSITY** in any subsequent legal action based on its withholding.

This **UNIVERSITY** shall have the right to use and disclose information marked as a "trade secret" under the following conditions:

1. Such information was already in possession of the **UNIVERSITY**.
2. Such information has entered the public domain other than by the **UNIVERSITY'S** breach of any agreement to keep it confidential.
3. Such information is obtained lawfully from a third party.
4. Such information has been provided to a third party without confidentiality obligations.

4.20 VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE (VPAT) FOR SOFTWARE

"The University of California is committed to making academic and administrative tasks accessible to individuals with disabilities in compliance with applicable law. IT vendors submitting proposals to this RFP must include a response to applicable sections of the [Voluntary Product Accessibility Template \(VPAT\)](#), particularly sections **1194.21** - Software Applications and Operating Systems; **1194.22** - Web-based Internet Information and Applications; **1194.31** - Functional Performance Criteria; and **1194.41** - Information, Documentation and Support [*or other applicable sections*], in order to describe product compliance with Section 508 of the Rehabilitation Act. Disclosure of noncompliance as well as the timeframe for compliance should be included in the Remarks and Explanations column. [Information about the VPAT](#) is available on the Information Technology Industry Council's Web site. UC

reserves the right to perform real-world testing of a vendor's product or service to validate vendor claims regarding Section 508 compliance. Information about the University's [electronic accessibility initiative](#) is available on the Web."

4.21 ADDITIONAL TERMS AND CONDITIONS

Appendices: The **UNIVERSITY** of California standard purchase order terms and conditions Appendix A, and Appendix DS, as attached, apply to any resulting contract.

Project Timelines: The **BIDDER** shall complete all work specified herein, and follow a negotiated Project Time schedule, including the submission of documentation. Failure to complete the mutually negotiated milestones and documentation on time will result in default by the **BIDDER**.

Software/Hardware: The **BIDDER** shall ensure software/hardware compatibility for all software, databases and computer hardware equipment necessary for operation of the system.

Insurance: To facilitate timely award of this order, insurance requirements as outlined in the attached, Appendix A must accompany your quote or be in force and on file in the **UNIVERSITY** Purchasing Department as a result of a previous order. 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 **UNIVERSITY**, and shall contain an endorsement requiring not less than thirty days written notice to the **UNIVERSITY** prior to any cancellation or modification thereof. Thereafter, a certificate evidencing the renewal of each such policy shall be furnished the **UNIVERSITY** at least ten days prior to the expiration of the term of policy. Failure to comply with this requirement may result in cancellation of any order resulting from this request for proposal.

Termination: The **UNIVERSITY** retains the right to cancel any resulting order at any time, for convenience, without penalty to the **UNIVERSITY**.

Assignment: This agreement shall not be assigned by either party without the prior written consent of the other party.

Funding: The award of this RFP is contingent upon funding availability.

Advance Payment: **No payment will be made in advance of product delivery or work performed.**

Audit: Any order resulting from this Request for Proposal shall be subject to the examination and audit of the Auditor General of the State of California 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.

Independent Contractor: It is understood and agreed by the **UNIVERSITY** and **BIDDER** that in the performance of this agreement, the **BIDDER** shall be and act as an independent contractor and not as the agent or employee of the **UNIVERSITY**. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the **UNIVERSITY** and the **BIDDER**. The **BIDDER** is not an employee of the **UNIVERSITY** and is not entitled to the benefits provided by the **UNIVERSITY** to its employees, including, but not limited to, group insurance, pension plans, workers' compensation or unemployment insurance.

The **BIDDER** shall be solely responsible for the conduct and control of the work to be performed by the **BIDDER** under this Agreement. The **BIDDER'S** services for the **UNIVERSITY** shall be performed

in accordance with currently approved methods and ethical standards applicable to the **BIDDER'S** professional capacity.

Subcontracting: **BIDDER** (Contractor) has prime contract responsibility; subcontractors may be used, but the prime Contractor must accept full responsibility for subcontractors' performance. All subcontractors and the type of contractual arrangement must be identified by the Contractor. The prime Contractor shall be responsible for meeting all terms and conditions of this agreement. In addition, the prime Contractor shall insure all subcontractors obtain, keep in force, and maintain insurance coverage as specified by the University for all work performed under this order. The University reserves the right to approve/disapprove all subcontractors.

In the event that University determines that an employee of **BIDDER** or a subcontractor hired by **BIDDER** is unqualified, unruly, or in any way in endangering the project, **BIDDER** shall remove employee/subcontractor at the request of the University. This provision shall apply to all **BIDDER** personnel. **BIDDER** shall pay to each employee and subcontractor a salary for work on this contract not less than the general prevailing wage rate in effect in the locality in which the work is done.

Record Retention: Contractor, and any subcontractors performing work hereunder, shall maintain accounts, records, documents and other evidence ("Records") detailing all elements of their proposal costs and supporting all charges made by them under any contract resulting from this request for proposal. These records shall be retained by Contractor and subcontractor for a period of three (3) years from the date of the expiration of any resulting contract. The system of accounts employed by the Contractor and the subcontractors hereunder shall be satisfactory to the University, shall be in accordance with generally accepted accounting principles consistently applied, and shall be subject to inspection and audit by University and any of its duly authorized representatives at all reasonable times and places.

Expenses: **BIDDERS** shall furnish all personnel, travel, accommodations, facilities, equipment and other supplies and material which may be required to perform the work outlined within this agreement, with the exception of items specified in the RFP. **BIDDERS** are required to provide qualified personnel and maintain the skill and experience levels of personnel throughout the contract. It is expected that the personnel specified in the proposal will perform the task for which they are proposed. In the event that the **BIDDER'S** personnel vacancies occur, the **BIDDER** must provide replacement personnel with skills and experience equivalent to those specified in the **BIDDER'S** Proposal. The **BIDDER** must notify the **UNIVERSITY** and Planning and Budget Office of personnel vacancies and provide resumes of replacement staff as support for the **BIDDER'S** compliance with this provision.

Force Majeure: In the event any party is unable to meet its obligation hereunder as a result of an act of God or of the public enemy, war, insurrection, fires, floods, epidemics, quarantine restrictions, strike, lockouts, other labor disputes or any other causes beyond the control of the party affected, its obligation hereunder shall be excused and suspended for the duration of the same.

Taxpayer Identification Number: California Public Contract Code Section 10518 requires contractor (vendor) who enters into a contract with the **UNIVERSITY** of California for \$10,000 or more shall list their Taxpayer Identification Number (Federal Employer Identification Number or Social Security Number, if applicable) on each contract or PO. The number shall remain unchanged regardless of future name changes.

Employer Identification Number: Pursuant to the Federal Privacy Act of 1974, and the California Information Practices Act of 1977 you are hereby notified that disclosure of your social security number and/or your Employer Identification Number is required pursuant to Sections 6109, 6011 and 6051 of Subtitle F of the Internal Revenue Code and pursuant to Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The

social security number is used to verify your identity. The principal uses of the number shall be to report payments and income taxes withheld to Federal and State governments.

Exclusion: Vendor/Contractor warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Campus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Non-procurement Programs (<http://epls.arnet.gov/PrivacyActProvisionsEPLS.html>). This purchase order shall be subject to immediate termination in the event that Vendor/Contractor is excluded from participation in any federal healthcare or procurement program.

Examination of records: The University, the Federal Sponsoring Agency, the Controller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, or records of the seller which are directly pertinent to this order for the purpose of making audits, examinations, excerpts, and transcriptions.

Rebates: Successful **BIDDER** shall provide all applicable rebates, credits, incentives earned, used, or on account. Checks shall be made payable to "The Regents of the University of California" and mailed to the University of California, Davis, One Shields Avenue, Cashier's Office, Davis, California, 95616. **BIDDER** shall make reference to department name and purchase order number on all checks. Periodic Statement Requirement: Successful **BIDDER** shall send periodic statements listing all rebates, credits, or incentives earned, used or on account for the University of California, Davis. Statements shall include department name and purchase order number, etc... Statements should be mailed to the University of California, Davis, One Shields Avenue, Purchasing Department, Davis, California 95616-8690, Attention: Director, Materiel Management.

4.22 FINAL ACCEPTANCE

The **BIDDER** may be required to submit written progress reports, at the time of invoicing, indicating items completed, items not completed, and any anticipated issues that have surfaced. Failure to provide these progress reports will delay payment of invoices. The **BIDDER** shall include in the reports recommendations and alternate courses of action for the solution of project problems and delays.

The **UNIVERSITY** will agree to final acceptance on any system only after the supplied software, equipment, product, or service is tested and found to perform within acceptable standards of operation, in compliance with all published and implied performance specifications, and is considered by the **UNIVERSITY** to be ready for practical application. Burden of proof regarding disputes as to accuracy of invoices shall fall upon the **BIDDER**. The **UNIVERSITY** shall not unreasonably withhold relevant materials and records necessary to resolve such disputes.

4.23 LATE INTEREST CHARGES

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

4.24 ETHICS

BIDDER 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**.

Throughout the term of any subsequent Agreement, **BIDDER** 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. **BIDDER** and / or

its employees shall not offer gifts, entertainment, payment, loans, or other gratuities or consideration to **UNIVERSITY** employees, their families, other **BIDDERS**, 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. **BIDDER** shall immediately notify the **UNIVERSITY** of any and all such violations of this clause upon becoming aware of such violations.

4.25 PARKING

No free parking facilities shall be provided by the **UNIVERSITY** for **BIDDER'S** personnel vehicles / employees. **UNIVERSITY** may require vehicles parked on **UNIVERSITY** property to be registered and be subject to the fees established by the Campus. Following any Agreement award, instructions and recommendations for parking will be provided to the **BIDDER** by each campus.

4.26 ENVIRONMENTAL SUSTAINABILITY

Environmental Sustainability: Seller shall strive to comply with the "University of California's Policy Guidelines For Sustainability" both in conducting business with the University and in managing its own internal systems and procedures. This policy can be viewed at http://www.ucop.edu/purchserv/rfp/sas/attach_d.pdf

Seller shall strive for all correspondence and information presented in hard copy to be printed double-sided on 30% or higher Post-Consumer Waste (PCW) recycled paper.

Seller shall strive to utilize environmentally responsible packaging and recycling practices that include, but are not limited to:

- * Products that are packed and shipped are to have packing and packaging which is environmentally sensitive.
- * Stuffing (e.g., "paper filler", etc.) is to be biodegradable.
- * INSTAPAK should not be used.
- * Wrapping, boxing and crating are to be minimized.
- * Recycled content and biodegradable materials are to be utilized.
- * Large shipments (pallets/skids, etc.) are to be shrink-wrapped.
- * Pallets need to be of standard size with 4-way entry and should be reusable

Seller shall strive to work with Original Equipment Manufacturers (OEM's), suppliers, etc. so that direct ship and pass through shipments are packaged with the same consideration. Product shall be protected in such a way to avoid any shipping and handling damage while in-transit. Seller shall strive to minimize the adverse effects of packaging on the environment.

Seller shall strive to provide applicable environmentally preferable options which may include:

- * Products with Energy Star, EPA, Forest Stewardship Council (FSC), Green Seal, Greenguard, EPEAT or equivalent certification standards with supporting documentation.
- * Reusable, refurbished or remanufactured options where feasible.
- * Minimal cadmium, lead, mercury and VOC product content options.
- * Products with recycled content
- * CFC free products.

4.27 CERTIFICATION

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.

Date Authorized Signature

Company Name

Address

City/State/Zip Code

Print Name of Signatory

_____ \ _____

Telephone Number with Area Code Fax Number with Area Code

Email Address

Web page Address

Appendix A

University of California Terms and Conditions of Purchase

ARTICLE 1 - The materials, supplies or services covered by this order shall be furnished by Seller subject to all the terms and conditions set forth in this order including the following, which Seller, in accepting this order, agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies, or the performance of all or any portion of the services, covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made a part of the order only to the extent it specifies the materials, supplies, or services ordered, the price therefore, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of this order.

ARTICLE 2 - INSPECTION. The services, materials and supplies furnished shall be exactly as specified in this order free from all defects in Seller's performance, design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by University at all times and places. If, prior to final acceptance, any services and any materials and supplies furnished therewith are found to be incomplete, or not as specified, University may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by University, University may terminate the order in whole or in part. Seller shall bear all risks as to rejected services and, in addition to any costs for which Seller may become liable to University under other provisions of this order, shall reimburse University for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 3 - CHANGES. University may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be allowed without written approval of University. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless University waives this condition in writing. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.

ARTICLE 4 - TERMINATION

A. University may, by written notice stating the extent and effective date, cancel and/or terminate this order for convenience in whole or in part, at any time. University shall pay Seller as full compensation for performance until such termination:

- (1) the unit or pro rata order price for the performed and accepted portion; and
- (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by University, with respect to the unperformed or unaccepted portion of this order, provided compensation hereunder shall in no event exceed the total order price.

B. University may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to perform the services within the time specified or any written extension thereof. In such event, University may purchase or otherwise secure services and, except as otherwise provided herein, Seller shall be liable to University for any excess costs occasioned University thereby. If, after notice of termination for default, University determines that the Seller was not in default or that the failure to perform this order was due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of University, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of University, unless University shall determine that the services covered by this order were obtainable by Seller from other sources in sufficient time to meet the required performance schedule.

C. If University determines that Seller has been delayed in the work due to causes beyond the control and without the fault or negligence of Seller, University may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller; any extension granted shall be effective only if given in writing. If such delay is due to failure of University, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. Sole remedy of Seller in event of delay by failure of University to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits.

D. The rights and remedies of University provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

E. As used in this Article, the word "Seller" includes Seller and its subsuppliers at any tier.

ARTICLE 5 - LIABILITY FOR UNIVERSITY - FURNISHED PROPERTY. Seller assumes complete liability for any tooling, articles or material furnished by University to Seller in connection with this order and Seller agrees to pay for all such tooling, articles or material damaged or spoiled by it or not otherwise accounted for to University's satisfaction. The furnishing to Seller of any tooling, articles, or material in connection with this order shall not, unless otherwise expressly provided, be construed to vest title thereto in Seller.

ARTICLE 6 - TITLE. Title to the material and supplies purchased hereunder shall pass directly from Seller to University at the f.o.b. point shown, or as otherwise specified in this order, subject to the right of University to reject upon inspection.

ARTICLE 7 - PAYMENT, EXTRA CHARGES, DRAFTS. Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. University will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoices must be accompanied by shipping documents or photocopies of such, if transportation is payable and charged as a separate item.

ARTICLE 8 - CHARACTER OF SERVICES. Seller, as an independent contractor, shall furnish all equipment, personnel and material sufficient to provide the services expeditiously and efficiently during as many hours per shift and shifts per week and at such locations as the University may so require and designate.

ARTICLE 9 - FORCED, CONVICT, AND INDENTURED LABOR

A. By accepting this order, Seller hereby certifies that no foreign-made equipment, materials, or supplies furnished to the University pursuant to this order will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

B. Any Seller contracting with the University who knew or should have known that the foreign-made equipment, materials, or supplies furnished to the University were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction, when entering into a contract pursuant to the above, may have any or all of the following sanctions imposed:

- (1.) The contract under which the prohibited equipment, materials, or supplies were provided may be voided at the option of the University.
- (2.) Seller may be removed from consideration for University contracts for a period not to exceed 360 days.

ARTICLE 10 - INDEMNITY.

A. General. Seller shall defend, indemnify, and hold harmless University, its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of this agreement and/or Seller's performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent or willful acts or omissions of Seller, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Seller's direction and control.

B. Proprietary Rights. Seller shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Seller's furnishing or supplying University with parts, goods, components, programs, practices, or methods under this order or University's use of such parts, goods, components, programs, practices, or methods supplied by Seller under this order constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The foregoing shall not apply unless University has informed Seller as soon as practicable of the suit or action alleging such infringement. Seller shall not settle such suit or action without the consent of University. University retains the right to participate in the defense against any such suit or action.

C. Products. Seller shall fully indemnify, defend, and hold harmless University from and against any and all claim, action, and liability, for injury, death, and property damage, arising out of the dispensing or use of any of Seller's product provided under authorized University orders. In addition to the liability imposed by law on the Seller for damage or injury (including death) to persons or property by reason of the negligence, willful acts or omissions, or strict liability of the Seller or his agents, which liability is not impaired or otherwise affected hereby, the Seller hereby assumes liability for and agrees to save University harmless and indemnify it from every expense, liability or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any act or omission of the Seller.

The University agrees to provide Seller with prompt notice of any such claims and to permit Seller to defend any claim or suit, and that it will cooperate fully in such defense.

ARTICLE 11 - DECLARED VALUATION OF SHIPMENTS. Except as otherwise provided on the face of this order, all shipments by Seller under this order for University's account shall be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading shall so note.

ARTICLE 12 - WARRANTY. Seller agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as specified in this order. The rights and remedies so provided are in addition to and do not limit any rights afforded to University by any other article of this order. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the services or supplies by the University.

ARTICLE 13 - ASSIGNMENT AND SUBCONTRACTING. This order is assignable by University. Except as to any payment due hereunder, this order may not be assigned or subcontracted by Seller without written approval of University. In case such consent is given, it shall not relieve Seller from any of the obligations of this Agreement and any transferee or subcontractor shall be considered the agent of Seller and, as between the parties hereto, Seller shall be and remain liable as if no such transfer or subcontracting had been made.

ARTICLE 14 - EQUAL OPPORTUNITY AFFIRMATIVE ACTION. Seller shall not maintain or provide racially segregated facilities for employees at any establishment under its control. Seller 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 12900 et seq.). Expressly, Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition (as defined by California Code section 12925f), 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. Seller shall further specifically undertake affirmative action regarding the hiring, promotion and treatment of minority group persons, women, the handicapped, and disabled veterans and veterans of the Vietnam era. Seller shall communicate this policy in both English and Spanish to all persons concerned within its company, with outside recruiting services, and the minority community at large. Seller shall provide the University on 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 affirmative action programs.

ARTICLE 15 - The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated by reference. The full text is available upon request:

- FAR 52.222-04 Contract Work Hours and Safety Standards Act
- FAR 52.222-26 Equal Opportunity
- FAR 52.223-02 Clean Air and Water (If order exceeds \$100,000)

ARTICLE 16 - WORK ON UNIVERSITY OR GOVERNMENT PREMISES. If Seller's work under this order involves performance by Seller at University or United States Government owned sites or facilities, the following provisions shall apply:

A. Liens. Seller agrees that at any time upon request of University he will submit a sworn statement setting forth the work performed or material furnished by subcontractors, suppliers and materialmen, and the amount due and to become due to each, and that before the final payment called for hereunder, will if requested, submit to University a complete set of vouchers showing what payments have been made for materials and labor used in connection with the work called for hereunder.

Seller shall:

(1) Indemnify and hold harmless University from all claims, demands, causes of action or suits, of whatever nature, arising out of the services, labor and materials furnished by Seller or its subcontractors under this order, and from all laborers', materialmen's and mechanics' liens upon the real property upon which the work is located or any other property of University;

(2) Promptly notify University in writing, of any such claims, demands, causes of action, or suits brought to its attention. Seller shall forward with such notification copies of all pertinent papers received by Seller with respect to any such claims, demands, causes of action or suits and, at the request of University shall do all things and execute and deliver all appropriate documents and assignments in favor of University of all Seller's rights and claims growing out of such asserted claims as will enable University to protect its interest by litigation or otherwise. The final payment shall not be made until Seller, if required, shall deliver to University a complete release of all liens arising out of this order, or receipts in full in lieu thereof, as University may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Seller may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to University to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Seller shall refund to University all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

B. Cleaning Up. Seller shall at all times keep University premises where the work is performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its subcontractors, and, at the completion of the work; shall remove all rubbish from and about the building and all its and its subcontractors' tools, scaffolding, and surplus materials, and shall leave the work "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Seller and the subcontractors employed on or about the structure or structures upon which the work is to be done, as herein provided, as to

responsibility for the removal of the rubbish, or in case the same be not promptly removed as herein required, University may remove the rubbish and charge the cost to Seller.

C. Employees. Seller shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her, and shall devote only its best-qualified personnel to work under this order. Should University deem anyone employed on the work incompetent or unfit for his or her duties and so inform Seller, Seller shall immediately remove such person from work under this order and he or she shall not again, without written permission of University, be assigned to work under this order.

It is understood that if employees of University shall perform any acts for the purpose of discharging the responsibility undertaken by the Seller in this Article 15, whether requested to perform such acts by the Seller or not, such employees of the University while performing such acts shall be considered the agents and servants of the Seller subject to the exclusive control of the Seller.

D. Safety, Health and Fire Protection. Seller shall take all reasonable precautions in the performance of the work under this order to protect the health and safety of employees and members of the public and to minimize danger from all hazards to life and property, and shall comply with all health, safety, and fire protection regulations and requirements (including reporting requirements) of University. In the event that Seller fails to comply with said regulations or requirements of University, University may, without prejudice to any other legal or contractual rights of University, issue an order stopping all or any part of the work; thereafter a start order for resumption of work may be issued at the discretion of the University. Seller shall make no claim for extension of time or for compensation or damages by reason of or in connection with such work stoppage.

The safety of all persons employed by Seller and its subcontractors on University premises, or any other person who enters upon University premises for reasons relating to this order, shall be the sole responsibility of Seller. Seller shall at all times maintain good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. Seller shall confine its employees and all other persons who come onto University's premises at Seller's request or for reasons relating to this order and its equipment to that portion of University's premises where the work under this order is to be performed or to roads leading to and from such work sites, and to any other area which University may permit Seller to use. Seller shall take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon University premises. Such measures and precautions shall include, but shall not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on Owner's premises which could be dangerous and to prevent accidents of any kind whenever work is being performed in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, the Seller, its subcontractors, the University or other persons. To the extent compliance is required, Seller shall comply with all University safety rules and regulations when on University premises.

ARTICLE 17 - INSURANCE

Seller shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Seller, its officers, agents, or employees.

Seller, at its sole cost and expense, shall insure its activities in connection with the work under this order and obtain, keep in force, and maintain insurance as follows:

A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

Each Occurrence	\$ <u>1,000,000.00</u>
Products/Completed Operations Aggregate	\$ <u>2,000,000.00</u>
Personal and Advertising Injury	\$ <u>1,000,000.00</u>
General Aggregate (Not applicable to the Comprehensive Form)	\$ <u>2,000,000.00</u>

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than 1,000,000.00 dollars (\$1,000,000.00) per occurrence.

(REQUIRED ONLY IF SELLER DRIVES ON UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK FOR UNIVERSITY.)

C. Professional Liability Insurance with a limit of _____ dollars (\$ _____) per occurrence with an aggregate of not less than _____ dollars (\$ _____).

If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

D. Workers' Compensation as required by California State law.

It is understood that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of Seller. Seller shall furnish the University with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:

- (1) Provide for thirty (30)-days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage.
- (2) Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under a. and b. This provision shall only apply in proportion to and to the extent of the negligent acts or omissions of Seller, its officers, agents, or employees.
- (3) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

ARTICLE 18 - PERMITS. Seller agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision in which the work under this order is performed. Seller shall be liable for all damages and shall indemnify and save University harmless from and against all damages and liability which may arise out of failure of Seller to secure and pay for any such licenses or permits or to comply fully with any and all applicable laws, ordinances and regulations.

ARTICLE 19 - COOPERATION. Seller and its subcontractors, if any, shall cooperate with University and other vendors and contractors on the premises and shall so carry on their work that other cooperating vendors and contractors shall not be hindered, delayed or interfered with in the progress of their work, and so that all of such work shall be a finished and complete job of its kind.

ARTICLE 20 - WAIVER OF DEFAULT. Any failure of University at any time, or from time to time, to enforce or require the strict keeping and performance by Seller of any of the terms or conditions of this order shall not constitute a waiver by University of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of University at any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions.

ARTICLE 21 - TAXES. Seller shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this order, and all applicable sales, use, excise, transportation, privilege, occupational and other taxes applicable to materials and supplies furnished or work performed hereunder and shall save University harmless from liability for any such contributions, premiums, and taxes.

ARTICLE 22 - OTHER APPLICABLE LAWS. Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

ARTICLE 23 - GOVERNING LAW. The law of the State of California shall control this Appendix and any document to which it is appended.

UNIVERSITY OF CALIFORNIA
Appendix – DS

Additional Terms and Conditions – Data Security

ARTICLE 1 – ACKNOWLEDGMENT OF ACCESS TO INFORMATION CHARACTERIZED AS COVERED DATA

Contractor acknowledges that its contract/purchase order with The Regents of the University of California (“Agreement”) may allow the Contractor access to confidential University information including, but not limited to, personal information, student records, health care information, or financial information notwithstanding the manner in which or from whom it is received by Contractor (“Covered Data”) which is subject to state laws that restrict the use and disclosure of such information, including the California Information Practices Act (California Civil Code Section 1798 et seq.) and the California Constitution

Article 1, Section 1. Contractor further acknowledges the applicability to this Agreement of Federal privacy laws such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. Contractor shall maintain the privacy of, and shall not release, Covered Data without full compliance with all applicable state and federal laws, University policies, and the provisions of this Agreement. Contractor agrees that it will include all of the terms and conditions contained in this appendix in all subcontractor or agency contracts providing services under this Agreement.

ARTICLE 2 – APPLICABLE LAWS AND UNIVERSITY POLICIES

Contractor agrees to abide by the University’s Electronic Communications Policy and Business and Finance Bulletin IS-3, Electronic Information Security, which can be viewed at (<http://www.ucop.edu/ucophome/policies/ec/>), and (<http://www.ucop.edu/ucophome/policies/bfb/bfbis.html>). Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

ARTICLE 3 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF COVERED DATA AND INFORMATION

Contractor agrees to hold Covered Data received from or created on behalf of University in strictest confidence. Contractor shall not use or disclose Covered Data except as permitted or required by the Agreement or as otherwise authorized in writing by University. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, Contractor will notify University in writing prior to any such disclosure in order to give University an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by the University.

ARTICLE 4 – SAFEGUARD STANDARD

Contractor agrees that it will protect the Covered Data according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.

ARTICLE 5 – RETURN OR DESTRUCTION OF COVERED DATA AND INFORMATION

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return the Covered Data to University unless University requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Contractor. Contractor shall complete such return or destruction not less than thirty (30) days after the conclusion of

Page 1 of 2 APPENDIX – DATA SECURITY

this Agreement. Within such thirty (30) day period, Contractor shall certify in writing to University that such return or destruction has been completed.

ARTICLE 6 – REPORTING OF UNAUTHORIZED DISCLOSURES OR MISUSE OF COVERED DATA AND INFORMATION

Contractor shall report, either orally or in writing, to University any use or disclosure of Covered Data not authorized by this Agreement or in writing by University, including any reasonable belief that an unauthorized individual has accessed Covered Data. Contractor shall make the report to University immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the University Covered Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by University.

ARTICLE 7 – EXAMINATION OF RECORDS

University and, if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of Contractor involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Contractor shall retain project records for a period of five years from the date of final payment.

ARTICLE 8 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Contractor shall make itself and any employees, subcontractors, or agents assisting Contractor in the performance of its obligations under the Agreement available to University at no cost to University to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against University, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy and arising out of this Agreement.

ARTICLE 9 – NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 10 – ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

ARTICLE 11 – INDEMNITY

Contractor shall indemnify, defend and hold University harmless from all lawsuits, claims, liabilities, damages, settlements, or judgments, including University's costs and attorney fees, which arise as a result of Contractor's negligent acts or omissions or willful misconduct.

ARTICLE 12 – SURVIVAL

The terms and conditions set forth in this Appendix shall survive termination of the Agreement between the parties.