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**University Of California Health  
Request for Proposal (RFP)**

**RFP No. 0990**

**FOR:**

**RFP # 0990 Paint**

**RFP CONTACT INFORMATION:**

**Name: Kristia Davern**  
**Phone Number: 214-574-3383**  
**E-mail: [Kristia.davern@vizientinc.com](mailto:Kristia.davern@vizientinc.com)**

**Name: Ken Moyseyev**  
**Phone Number: 760-688-2149**  
**E-mail: [Ken.moyseyev@vizientinc.com](mailto:Ken.moyseyev@vizientinc.com)**

**PROPOSALS ARE DUE NO LATER THAN:**

**Bid Closure Date:** October 7<sup>th</sup>, 2024

**Bid Closure Time:** 5:00pm PST

**Proposals received after the above closure time and date will NOT be considered.**

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**Supplier Intent to Respond**

University Of California Health **Paint** RFP Acknowledgement

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This letter confirms the intent of \_\_\_\_\_ to submit a response to University of California Health Request for Proposal (RFP) dated \_\_\_\_\_

The organization, \_\_\_\_\_ agrees to comply with the submission documentation requirements and with University of California Health Terms and Conditions set forth in the RFP document. In the event that the organization's response is accepted, the organization will comply with the University of California Health requirements as set out in the RFP.

The signatory below is an officer of the organization and has the approval and authority to make this commitment on behalf of the organization. **This document must be received within three (5) working days of receipt of the RFP.**

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

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**Letters of Intent may be forwarded via Email to:  
Attention: Kristia Davern  
Kristia.davern@vizientinc.com**

Please include original with your RFP when submitted.

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**Proposal Acknowledgement and Certification of Contractual Authority**

For  
**Paint**

To  
University of California Health

I, \_\_\_\_\_, the undersigned affirm that I am an officer of  
\_\_\_\_\_ Company / Corporation and  
as such am empowered to obligate said company / corporation to the terms and conditions of any contract or  
agreement reached as a result of a successful bid to supply those products or services outlined in University of  
California Health, Strategic Sourcing **RFP for Paint**.

I further certify or affirm that all products or services proposed in response to **RFP for Paint**  
meet or exceed specifications contained in **RFP for Paint**.

The undersigned affirms that He / She has the authority to enter into any agreement resulting from the  
acceptance of the undersigned's proposal by University of California Health.

Corporation (Supplier): \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Phone # \_\_\_\_\_

**RFP PROTOCOL**

University of California Health **Paint**  
RFP

The sole points of contact for University of California Health shall be: Kristia Davern and Ken Moyseyev

Direct all questions to the points of contact as indicated above.

**Supplier and its representatives shall not contact any University of California Health personnel specific to this RFP, which includes any facility, between the issuance of this document and its date of award unless previously authorized to do so, in writing, by the above-listed representatives. This does not impact any communications specific to health system project specific bids or ongoing procurement activities.**

In all phases of this solicitation, all questions directed to University of California Health related to this RFP must be in writing prior to \_\_\_\_\_. It is not anticipated that clarifications or discussions will be required in order for Suppliers to accurately respond to this request.

Acknowledgment of these conditions must be received by:

**Supplier Intent to Respond, Proposal Acknowledgement and Certificate of Contractual Authority, and University of California Health Protocol must be received no later than three (3) working days after receipt of this RFP** and must be signed by an authorized officer of the submitting Suppliers company / corporation.

**Failure to comply with any of the above procedures may disqualify the Supplier. The undersigned hereby acknowledges that he/she and all representatives of his/her company will adhere to the above communications protocol.**

Corporation: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

## 1. UNIVERSITY OF CALIFORNIA HEALTH BACKGROUND

### 1.1. Overview

The University of California Office of the President provides the organizational framework that enables the University of California Health (UC Health) to fulfill its teaching, research, patientcare, and public service missions. The University of California (UC) operates the largest health sciences instructional program in the nation, annually enrolling nearly 15,000 students and trainees (approximately 5.2 percent of total UC systemwide student enrollment) in 20 professional schools on seven health sciences campuses. These include six schools of medicine; four schools of nursing; three schools each of pharmacy and public health; two schools of dentistry; and one school each of optometry and veterinary medicine. Across the professions, UC programs are recognized nationally for their preparation of highly skilled clinicians, future faculty and leaders in research, industry, and public service. The University's now 20 health professional schools and associated hospitals and clinics are referred to collectively as University of California Health (UC Health or UCH). UCH includes six academic health centers, five of which own or operate their hospitals, and one that leverages community hospitals to deliver care. UC Davis Health, UC Irvine Health, UC Los Angeles Health, UC San Diego Health, and UCSF Health own or operate hospitals. UC Riverside Health provides clinical care through community facilities, along with owned or operated clinics.

The UC Health central office has a number of initiatives including Strategic Sourcing to achieve the financial goals, ensure compliance to Public Contracting Codes, State and Local laws and improve the cycle time of our contracting Procurement Professionals.

### 1.2 Objective

The purpose of this Request for Proposal ("RFP") is to invite qualified suppliers to prepare and submit proposals to the University of California, Office of the President ("UCOP") for a comprehensive proposal including price for Scope of Work in accordance with the requirements defined in this RFP. The University of California Health system has a master plan program across all locations valued at over \$10 billion for the next seven years. UC Health is in search of a strategic partner and supplier that will be able to provide the best service, best quality products, and best price for its system.

The University of California ("UC Health") may leverage the information, data, comments, or reactions obtained in this RFP as research for a future solicitation. This RFP constitutes an Invitation for Bid, Request for Proposal, however it is not to be construed as a commitment by the UC Health.

University of California (“UC Health”) is pleased to invite your company to participate in a Scope of Work Request for Proposal. University Of California Health intends to select one or more manufacturers to become part of a system-wide strategic (defined as two or more medical centers) sourcing opportunity.

University Of California Health has engaged Vizient’s Construction Advisory Services to execute the associated RFP.

## 2. RFP TIMETABLE & CONTACT INFORMATION

### 2.1. RFP Schedule\*

The anticipated schedule for this RFP and contract approval is as follows:

Proposers interested in submitting proposals in response to this RFP should do so according to the schedule below. A Proposer may be disqualified for failing to adhere to the dates and times for performance specified. All times are Pacific Standard Time and dates are subject to change at the discretion of Vizient and University of California Health.

Task	Date*	Time	Location
<b>RFP Issuance Date</b>	Wednesday, September 4th	Noon, PST	<a href="http://www.purchasing.uclahealth.org">www.purchasing.uclahealth.org</a>
<b>Suppliers signed intent to respond documents</b>	Tuesday, September 10th	5:00 PM, PST	Via Email to <a href="mailto:Kristia.davern@vizinetinc.com">Kristia.davern@vizinetinc.com</a>
<b>Bidders’ questions</b>	Bidders can submit questions until Monday, September 16th	5:00 PM, PST	Via Email to <a href="mailto:Kristia.davern@vizientinc.com">Kristia.davern@vizientinc.com</a>
<b>Responses to Bidders’ questions</b>	Vizient will consolidate bidders’ questions Monday, September 23rd	5:00 PM, PST	Responses will be posted on the UCOP Procurement & Strategic Sourcing website under UC Health <a href="http://www.purchasing.uclahealth.org">www.purchasing.uclahealth.org</a>
<b>Bidders’ submission of Proposals</b>	Monday, October 7th	5:00 PM, PST	Via Email to <a href="mailto:Kristia.davern@vizientinc.com">Kristia.davern@vizientinc.com</a> and <a href="mailto:Ken.moyseyev@vizientinc.com">Ken.moyseyev@vizientinc.com</a>
<b>Round 1 – Analysis of Proposals</b>	October 8th – November 8th	N/A	N/A
<b>Round 2 – If required, demos by invitation based on scoring criteria</b>	November 12th– November 22nd	N/A	N/A

<b>Final scoring by Initiative Work Group Team</b>	December 3rd	N/A	N/A
<b>Final Reviews and award date of RFP</b>	December 18th	N/A	N/A

\*All dates subject to change.

## 2.2. RFP Contact

The Designated Contact for this RFP is as follows:

**Name and Title:** Kristia Davern  
Senior Consultant  
Facilities & Construction, Indirect Spend  
Vizient, Inc.

**E-mail Address:** [Kristia.davern@vizientinc.com](mailto:Kristia.davern@vizientinc.com)  
**Telephone:** 214-574-3383

**Name and Title:** Ken Moyseyev  
Senior Consultant  
Facilities & Construction, Indirect Spend  
Vizient, Inc.

**E-mail Address:** [Ken.moyseyev@vizientinc.com](mailto:Ken.moyseyev@vizientinc.com)  
**Telephone:** 760-688-2149

## 2.3. Term & Renewal

The term of each agreement will be aligned with project schedules and deliverables. Additional service/warranty enhancements will be included in future agreements issued by UNIVERSITY OF CALIFORNIA HEALTH (“UC HEALTH”).

## 2.4. Proposal Submission

The entire proposal packets, including all originals and copies, must be submitted via email listed in section 2.2.

# 3. GENERAL TERMS AND CONDITIONS

All responding organizations, hereafter referred to as “Supplier,” may not disclose information to anyone who does not have responsibilities for responding to this request and may not disclose information outside of its organization without written permission from UNIVERSITY OF CALIFORNIA HEALTH. Any information considered confidential by Supplier (e.g., future product release information) must be clearly marked as “confidential”. This RFP may not be distributed, reproduced, or advertised for any purpose without the prior written permission of UNIVERSITY OF CALIFORNIA HEALTH.

This RFP is for the sole use by UNIVERSITY OF CALIFORNIA HEALTH to evaluate Suppliers for the purchase, acquisition, and implementation of Scope of Work. This RFP and any response thereto do not create any obligations or responsibilities on behalf of and/or in the name of UNIVERSITY OF CALIFORNIA HEALTH or the Supplier candidate. In addition, this RFP does not create or imply a binding contractual relationship between

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UNIVERSITY OF CALIFORNIA HEALTH and Supplier candidate. No such obligations, responsibilities, or relationships will be created in the absence of a written agreement between UNIVERSITY OF CALIFORNIA HEALTH and the Supplier. Responses to this RFP will only become binding on the selected Suppliers of choice.

UNIVERSITY OF CALIFORNIA HEALTH reserves the right to accept or reject any and all responses or any portion or combination thereof and award at its sole discretion. Failure to comply with the procedures specified herein constitutes cause for rejection of the proposal.

**The Successful Proposer may be required to enter into an agreement with Vizient, Inc.** Submitted RFP responses will become the property of Vizient, Inc. The contents of the information and any clarifications to the contents thereof submitted by the Successful Proposer shall, at the sole discretion of Vizient and UNIVERSITY OF CALIFORNIA HEALTH, become part of the contractual obligation and be incorporated by reference into the ensuing Agreement between the Successful Proposer and Vizient.

- 1. GPO Reporting and Applicability of GPO Terms and Conditions.** If applicable, Supplier agrees to reporting sales volume and paying administrative fees on products or services in accordance with any GPO agreement that may exist today or in the future between Supplier and the GPO which UNIVERSITY OF CALIFORNIA HEALTH is a member. If such GPO agreement exists today or in the future between Supplier and the GPO which UNIVERSITY OF CALIFORNIA HEALTH is a member, then the terms and conditions of that GPO agreement shall be applicable.
- 2. GPO Pricing.** If Supplier enters into a Group Purchasing Organization (“GPO”) agreement in which Owner is a member, then Supplier agrees to immediately apply the better service or product price provided either under this Agreement or under the GPO agreement.

**Proposals must be valid for a minimum of 180 days from the date of submission prior to the selection of the Successful Proposer.**

### **3.1 Costs Incurred by Proposers**

All expenses involved with the preparation and submission of proposals in response to this RFP, or any work performed in connection therewith, shall be borne by the Proposer(s).

### **3.2 RFP Postponement/Cancellation**

Vizient or UNIVERSITY OF CALIFORNIA HEALTH may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

### **3.4 Additional Information / Amendment**

Each Proposer is expected to exercise their best professional independent judgment in analyzing the requirements of this RFP to ascertain whether additional clarification is necessary or desirable before responding. If there are any discrepancies in, omissions to, or questions about the information provided in the RFP or by any other source, a request must be submitted via the contact information listed in Section D, above

by the stated deadline. The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and email address.

Responses to individual Proposer questions will be made available to all Proposers that submit a notification of their intent to bid. posted on the UNIVERSITY OF CALIFORNIA HEALTH website w/ URL prior to the Proposal Due Date. Proposers should not rely on any representations, statements, or explanations other than those made in this RFP or in any written amendments to this RFP. Where there appears to be conflict between the RFP and any amendments, the last amendment issued shall prevail.

### **3.5 Exception to the RFP**

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any).

Where exceptions are taken, Vizient and UNIVERSITY OF CALIFORNIA HEALTH shall determine the acceptability of the proposed exceptions. Vizient and UNIVERSITY OF CALIFORNIA HEALTH may accept or reject the exceptions. Where exceptions are rejected, Vizient and UNIVERSITY OF CALIFORNIA HEALTH may insist that the Proposer furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph, and page number in this RFP. However, Vizient and UNIVERSITY OF CALIFORNIA HEALTH is under no obligation to accept any exceptions. Proposers shall be deemed to have accepted all terms and conditions to which no exception complying with this section have been taken.

### **3.6 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Proposals submitted in response to this RFP must be submitted via email to the contact listed in Section 2.2, above, **no later than the time and due date reflected in Section 2.1, above**. No other mailed, telephone, emailed, facsimiled, or late proposals will be considered.

*Failure to respond by the time and date specified or failure to comply with the procedures specified herein constitutes cause for rejection of the proposal. This RFP may not be distributed, reproduced, or advertised for any purpose without the prior written permission of UNIVERSITY OF CALIFORNIA HEALTH.*

### **3.7 ERROR**

Stenographic, clerical, or similar errors in this document are subject to correction by Vizient and/or UNIVERSITY OF CALIFORNIA HEALTH without distribution of a solicitation amendment.

## 4. SCOPE OF WORK & PRICING REQUIREMENTS

### 4.1 INTENT

The intent of this request for proposal is for vendors to provide pricing for all items listed in Attachment 1. The intent of this price initiative is to award vendor(s) that provide the best value across multiple projects. Based on this, vendors' structure of their RFP response is at their discretion to articulate proposal value. However, response must include (estimated) lead times to deliver materials/products. Responses should include breakdown of discounts based on number of awarded projects or quantity purchased.

All prices must be F.O.B. Destination. Labor (if applicable) and material breakdown, including mark-up, will be required for all turnkey initiatives.

### 4.2 LICENSES

Manufacturer and /or Certified Installer must have and maintain throughout the term of this contract a commercial license in the state the services are provided (if applicable) which allows provided to perform installation, replacement and repair of products and related accessories including preparation of the surface to be covered.

### 4.3 MAINTENANCE REQUIREMENTS

Manufacturers must provide maintenance requirements including instructions and training. This information shall be available in electronic format. Manufacture shall provide this information on an on-going as needed basis to all locations using the manufacturer's products.

## 5. EVALUATION OF PROPOSALS

### 5.1. COMPETITIVE RFP PROCESS

Vizient and UNIVERSITY OF CALIFORNIA HEALTH will evaluate and rank all eligible and responsible Proposal Responses based on the best value criteria that includes but is not limited to evaluation of cost, quality, sustainability, service, and value adds.

A responsive Proposer is one whose offer satisfies the Requirements of this RFP. A responsible Proposer is one that is considered capable of performing and is otherwise eligible and qualified to perform in the manner stated in this RFP.

Proposals will be evaluated using a Best Value Evaluation Methodology which is defined as the most advantageous balance of price, quality, service, performance, and other elements as defined by the strategic sourcing work group, achieved through methods in accordance with Public Contract Code Section 10507.8 and determined by objective performance criteria that may include price, features, long-term functionality, life-cycle costs, quality, overall sustainability, required services, current and past performance and the reduction of overall operating costs included in the proposal. The Evaluators will examine each Proposal to determine, through the application of uniform criteria, the ability of each Proposer to meet UNIVERSITY OF CALIFORNIA HEALTH requirements.

Additional information may be requested from either the Proposer or others, and Proposer presentations, and make any other investigations as it deems necessary to verify the Proposer's qualifications and ability to successfully meet the requirements of this RFP. UNIVERSITY OF CALIFORNIA HEALTH also reserves the right to obtain Dun & Bradstreet reports, or similar independent reports for further indications of the Proposer's ability.

## **5.2. PRICE**

A completed price proposal in Attachment 1 - that is part of this RFP package must be submitted by Proposers at the time of proposal submission with each proposal package. Attachment 1 **MUST** be completed and returned in its original Excel format.

## **5.3. NEGOTIATIONS**

Selection may be made based on the initial proposals or may elect to negotiate with Proposers selected as finalists. Vizient and UNIVERSITY OF CALIFORNIA HEALTH reserves the right to negotiate the modification of proposed prices and/or terms and conditions and other evaluation factors set forth in Section 5.1, above with the Proposer offering the best value. Vizient and UNIVERSITY OF CALIFORNIA HEALTH shall have the unconditional and unqualified right to withdraw, cancel, or amend the RFP at any time, without liability.

## **5.4. AWARD**

Recommendation for award shall be made to UNIVERSITY OF CALIFORNIA HEALTH Strategic Sourcing work group which Proposal is determined to be the best value per Vizient and UNIVERSITY OF CALIFORNIA HEALTH Strategic Sourcing work group taking into consideration the evaluation criteria set forth in the Section 5.1, above. No other factors or criteria shall be used in the evaluation. Until an award is made, Vizient has the unconditional and unqualified right to allow a time extension for the submission of proposals. In this case, an RFP Addendum will indicate the new submission date.

Vizient reserves the right to reject any proposal in which the information submitted fails to satisfy UNIVERSITY OF CALIFORNIA HEALTH requirements and/or the Proposer is unable to provide the information or documentation within the period requested. Any submitted proposal that fails to comply with the requirements of this RFP may be considered non-responsive and may not be evaluated or eligible for award of any subsequent contract.

Vizient may waive irregularities in a proposal provided that, in the judgment of Vizient and UNIVERSITY OF CALIFORNIA HEALTH Strategic Sourcing work group, such action will not negate fair competition and will permit proper comparative evaluation of Proposals submitted. Waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP specifications in the event the Agreement is awarded to that Proposer.

Any award pursuant to this RFP will include the requirements and specifications in the RFP, as well as the contents of the proposal. In the event of a multi-source award, UNIVERSITY OF CALIFORNIA HEALTH reserves the right to select any, all or none of the awarded contractors. Further, UNIVERSITY OF CALIFORNIA HEALTH reserves the right to negotiate additional discounts and tiers with the contractors. Final contracting of goods will be issued by the project specific contractor.

## 6. UC General Information

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

## 7. Supplier Guidelines (Prerequisites)

The Guidelines Section of the RFP include mandatory prerequisites. Responses to the prerequisites must be included with submitted proposals; failure to do so may result in disqualification from participation. In the sole determination of UCOP, submission of exceptions or conditions may or may not be considered for inclusion in a final contract.

### 7.1. Instructions for UC Terms and Conditions

Proposers must accept, and Proposals must comply with the requirements of the attached University of California Health Terms and Conditions of Purchase dated 01/4/22. Please acknowledge that you have read, understand, and accept the attached UC Terms and Conditions of Purchase. UC reserves the right to update the UC Terms and Conditions at any time before the executed contract. Submission of a Proposal affirms Proposer's understanding and acceptance of the University of California Terms and Conditions of Purchase unless specific exceptions are proposed, and alternative language or provisions are offered. If a Proposer is unwilling to accept some of the terms of the University of California Terms and Conditions of Purchase, then Proposer must attach to their proposal a document labelled "Exceptions UC Health Terms and Conditions" that states which specific section of the University of California Health Terms and Conditions of Purchase is an issue, explain your reasoning, and propose specific alternative language. The Exceptions document must be returned with the Proposal.

Article 2.B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost, or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.

*I have read, understand, and accept Article 2.B. of the UC Terms and Conditions. Initial \_\_\_\_\_ Date \_\_\_\_\_*

## 8. Exhibits

**Supplier is to review and respond to the following attachment and exhibits. All other attachments and exhibits please provide comments where applicable.**

- University of California Health - Vizient 09 90 00 Paint RFP.docx
- UC Paint Req 2024 Attachment 1.xlsx
- Master UC Health Terms and Conditions 4814-5380-9712 v.10.docx
- UC Sustainability Guidelines.pdf
- UCDavis Health Paint Standard.pdf