REQUEST FOR PROPOSALS

#67-0172

WEBSITE REDESIGN & CMS UPDATE

RFP Issue Date: March 29th, 2017

RFP Due Date: April 19th, 2017

Contact: purchasing@uchastings.edu
Website Redesign & CMS Update

Purpose

The purpose of this Request for Proposals (RFP) is to secure the following:

UC Hastings College of the Law ("Hastings") is seeking proposals from qualified firms and/or consultants to replace the Hastings website in a manner that addresses the requirements contained herein. Potential respondents are to read, review and respond to this request for proposal in accordance with the included guidelines.

Hastings is seeking to overhaul its website to address several issues, including, but not limited to: following the trend in law schools of utilizing the website’s front page as a primary recruitment tool, increasing site functionality for all stakeholders at Hastings (faculty, staff, students and others), simplifying content management and administration for Hastings staff (streamlining and separating internal from external content), consistently meeting Hastings identity (branding) requirements, and meeting ADA accessibility standards so that the website is usable by people with disabilities. We are looking to upgrade our website templates, features, enhancements, and content elements where appropriate to enhance our web presence and support UC Hastings’s key messages.

Context

Founded in 1878 as the “law department” of the University of California by Chief Justice Serranus Clinton Hastings, Hastings was established by the California Legislature with its own Board of Directors. With the exception of the degree-granting authority held by the UC Board of Regents, all other aspects of Hastings are operated independently under the oversight of the UC Hastings Board of Directors. UC Hastings is the oldest public law school in California, and the only stand-alone, public law school in the nation.

UC Hastings’ reputation for academic excellence, its formal affiliation with the University of California (UC), and its location in San Francisco’s downtown Civic Center are major factors contributing to the overall strength of the Institution.

UC Hastings is located in the heart of San Francisco's Civic Center. Strategically situated amid a complex of government activities and cultural attractions, Hastings stands astride two blocks of McAllister Street:

- The Tower (100 McAllister St.)
- Snodgrass Hall (198 McAllister St.)

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Background

The Hastings website exists on the Cascade Server content management system. It has approximately 3500 pages of active content. The website is used for a variety of purposes. Some of these include: marketing to prospective students, listing the academic programs, advertising the new and growing international and domestic programs, and highlighting the Hastings faculty and administration. The website provides numerous links to assist current students, guide and inform alumni, and direct staff related to conducting business.

The website is located at http://www.uchastings.edu/ and is hosted on a Linux Red Hat server using PHP as the primary coding language in addition to HTML. Cascade Server runs on a separate Linux Red Hat server and uses MySQL database. Approximately 150 users from 60 departments edit content for the website. Cascade server is an efficient platform for distributed content development among technical content editors; however, editorial oversight of the content has been problematic, and various departments have migrated and independently moved to UC Hastings WordPress sites in addition to having pages still in Cascade that have stale content.

News and Events are handled via RSS using specialized asset factories and XHTML style sheets. Pages are in two formats – 2 column and 3 column. The majority of pages have a left-hand column for navigation, which are based on directory structure within Cascade. Many of the regularly updated sections of the website have solutions that have been over-engineered for a non-technical audience to be able to keep up to date and maintained and therefore have become stale.

In addition, the JavaScript libraries that are being used have not been currently updated and kept up to date with current technology updates. This is causing features to be deprecated and the team being left to scramble to find solutions to keep things working.

There are a number of 3rd party applications integrated with the current website, including RSS, Instagram, Twitter, Ad Astra (via RSS), and ExpertProfiles (via iframe). We link out to our larger technology landscape, which includes Exchange/Office 365, a room reservation system that uses Ad Astra Calendar, a portal to the Datatel ERP system (student registration, grades, account balances), Salesforce, WebAdvisor, and Canvas learning management system. All of these external systems will continue to be used in the new web design. UC Hastings currently uses Google tools, including Webmaster tools, Feedburner, and Analytics to track page statistics.

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The last major website redesign project was in 2011-13. The bulk of the redesign process went towards retaining a design firm whose responsibility was to not only develop the site infrastructure, develop wireframes and homepage design, but also to serve as a project manager. The consultant assembled a project team, gathered background information, built a preliminary site, researched peer sites, and held focus groups with various IT stakeholders. The selected consultant was retained for their specialized knowledge of the content management system, Cascade, which required additional coding, integrations and customizations to work with existing content.

Scope of Work

3 key components of this RFP response need to include:

- Visual update of web properties (uchastings.edu and associated web properties)
- CMS selection and build out
- Information Architecture/Content strategy/taxonomy that takes into consideration external and internal audiences.

A key component of this overhaul will be the implementation of a new content management system for the extranet (TBD), and a separately supported intranet/document management solution called Simpplr to help various UC Hastings stakeholders locate needed information and services as easily as possible. Simpplr allows user customization of content based on interest to delineate services between students, faculty and staff. In addition to Simpplr, there are some password-protected blogs and SharePoint sites that will remain or need to be evaluated for departmental communications and planning between each other, students, and faculty. Despite password protected, internal sites being used by UC Hastings in the past, this is the first major movement to separate internal from external content college-wide.

An on-site contractual Website Project Manager has been retained to conduct content audits, meet with stakeholders, and serve as a liaison between Hastings and website consultants. On-site training is normally a feature of the re-design process, but this time will be handled by the Project Manager and other IT staff. Documentation and material must be provided and be vetted and approved by the team.

The internal team has discussed what would be the ideal embedded team to have to perform the work that is needed, and has classified the work into two areas of expertise they are missing to accomplish this task over the next year.

Component 1. - CMS Technical Analyst and Consultant

A CMS Technical Analyst and Consultant is needed to evaluate content management systems (CMS) platforms like WordPress, Drupal, Joolma, and other systems for a CMS implementation, website refresh, and content migration. The person will be working within IT with the Website Project Manager, SMEs, and technology stakeholders to translate web authoring and publishing

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requirements into a content management solution. Prior engagements with academic and government clients is ideal. Hastings is committed to making its programs accessible, usable and user-friendly to people with disabilities. The next CMS must incorporate accessibility so that it is usable by people with disabilities, in line with ADA standards.

**Deliverables include:**

- Work with the Web Project manager to understand the business requirements, and be able to make best recommendations and suggestions to CMS tools and best solutions.
- Write well-designed, testable, efficient code by using best web development practices
- Gather and refine web page specifications and requirements based on technical needs
- Responsible for developing and improving templates and site code.
- Work with members of the creative team to match visual design intent

**Qualifications:**

- Languages: HTML5/CSS3, JavaScript, CSS pre-processors PHP, MySQL
- Extensive knowledge and experience of building open source CMS websites using best practices
- Experience working with WordPress and other PHP based sites
- Knowledge of existing WordPress functions
- Ability to create clean, logical, well documented and reusable code
- Theme/template integration
- Some familiarity with Salesforce, Azure, and cloud based educational software.

**Component 2. - Web/User Experience Designer**

A Web/User Experience designer is needed to execute all visual design stages from concept to final hand-off to engineering. Collaborating closely with the Web Project Manager, as well as people from our different departments, this person will be critical to defining the visual refresh of our web sites - conceptualizing website design ideas that bring simplicity and user friendliness to complex roadblocks. The website design must incorporate accessibility so that it is usable by people with disabilities.

**Responsibilities:**

- Execute all visual design stages from concept to final hand-off to engineering
- Develop original website design ideas that bring simplicity and user friendliness to complex roadblocks

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• Create wireframes, storyboards, user flows, process flows and site maps to communicate interaction and design ideas
• Present and defend designs and key deliverables to peers and executive level stakeholders
• Establish and promote design guidelines, best practices and standards

Requirements:

• Proven work experience as a web designer
• Demonstrable graphic design skills with a strong portfolio
• Solid experience in creating wireframes, storyboards, user flows, process flows and site maps
• Proficiency in Photoshop, Illustrator or other visual design and wire-framing tools
• Proficiency in HTML, CSS and JavaScript for rapid prototyping
• Experience working in an Agile/Scrum development process
• Excellent visual design skills with sensitivity to user-system interaction
• Ability to solve problems creatively and effectively
• Up-to-date with the latest Web trends, techniques and technologies

Component 3. - User Experience (UX)/Content Strategist

A User Experience (UX)/Content Strategist is needed to oversee content requirements, driving content strategy deliverables (content audits, gap analyses, taxonomies, metadata frameworks, style guides, content migration plans, etc.) across multiple migration projects in the web space. Collaborating closely with the Web Project Manager, as well as people from our different departments, this person will be critical to defining the content needs of web sites and applications our teams create, and to working closely with our different departments to ensure the necessary content is sourced or otherwise generated. The website design must incorporate accessibility so that it is usable by people with disabilities.

Responsibilities include:

• Ongoing collaboration with departments who need help developing a content strategy
• Analyze internet and intranet site needs and develop relevant content strategy
• Help to develop content strategy for informational interfaces (websites, intranets, blogs, knowledge management systems, etc.)
• Evaluate existing content and recommend options for sourcing new content
• Analyze and document detailed online interfaces with an eye to optimizing user experience
• Create taxonomies and metadata frameworks for grouping and tagging content
• Help to create and maintain sets of user centric content documentation

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Deliverables Include:

- Content audits inventory and evaluate existing content
- Gap analysis, identify new content needs based on wireframes and comps
- Interface content matrices; capture, optimize, and prioritize for implementation releases all aspects of online interfaces (including error messaging, query structure, and conditional states)
- Content Auditing, mapping, and migration

Qualifications

- Demonstrated ability to lead content strategy across the web development process
- Thorough understanding of how to communicate effectively in a digital environment
- Experience with content management systems, digital asset management, databases and SEO best practices
- Expert level attention to detail
- Excellent oral and written communication and presentation skills

Use Cases and Expected Outcomes

Below are use cases we expect to have fulfilled by completing this project:

Human Resources:

- As a Human resource specialist, the ability to easily post and remove external job postings and link to them from a central HR job posting index.
- As a Human resource specialist, the ability to easily post and remove internal job postings and link to them from a central HR job posting index.
- Ability to post notices about performance reviews, forms, and, benefits
- Create links to tools and policies

General Counsel:

- As a member of the General Counsel Office, the ability to easily post and expire Board notices and supporting PDF files, and link the current notices and documents from a central index, archive documents on the site for the past two years.
Records:

- In the records department, I want to have digital forms that students can fill out online without having to print a fill out a paper copy.
- I want to have a centralized academic calendar so that multiple departments do not keep different versions of calendars.
- I need to alert students to deadlines and send have available appropriate notices and policies of the department.

Alumni & Development:

- As a member of the Alumni Development team, I would like one site for all our efforts, right now, there is lots of broken links
- In a new web site redesign, make Alumni more prominent, include more imagery.

Student Services:

- Right now, the website is categorized by departments, and content is not well organized for the student audience. We need to figure out content and process flows work and how tasks are routed between the Simpplr/Salesforce 'intranet' environment versus what we have on the external website.

Reference/Peer Sites:

- [http://law.wm.edu/](http://law.wm.edu/)
- [https://www.law.berkeley.edu/](https://www.law.berkeley.edu/)
- [https://law.stanford.edu/](https://law.stanford.edu/)
- [http://law.scu.edu/](http://law.scu.edu/)
- [https://www.law.umaryland.edu/index.html](https://www.law.umaryland.edu/index.html)
- [https://law.duke.edu/](https://law.duke.edu/)
- [http://law.ggu.edu/](http://law.ggu.edu/)
Supplier Prerequisites for Submitting Responses

Your proposal must demonstrate how the firm would tackle the three main deliverables as listed above, as well as documented skills and expertise needed to complete the project.

Evaluation / Selection

The Hastings evaluation committee consists of various Hastings personnel who represent the diverse population that goes to the UC Hastings website daily to conduct their business.

The general evaluation procedures will be:

- The committee will be provided the responses for evaluation that met the mandatory deliverables as described in the RFP
- The committee will develop a finalist pool of respondents and conduct a finalist evaluation step, or steps. The finalist evaluation process may include, but is not limited to: interviews with potential awardees, live reviews of peer-institution sites, etc.

UC Hastings reserves the right to award directly to the firm that presents the best overall value to Hastings.

UC Hastings Contact Information

The primary contact for this RFP is:

**Brian N. Agius**, Lead Buyer
agiusb@uchastings.edu

and

purchasing@uchastings.edu
Tentative Schedule & Milestones

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP posted at</td>
<td>3/29/2017</td>
</tr>
<tr>
<td>Questions due to: <a href="mailto:purchasing@uchastings.edu">purchasing@uchastings.edu</a></td>
<td>4/6/2017 4:00PM</td>
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<tr>
<td>Responses posted at</td>
<td>4/13/2017</td>
</tr>
<tr>
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</tr>
<tr>
<td>Evaluation period</td>
<td>4/20/2017 – 05/12/2017</td>
</tr>
<tr>
<td>Target award date</td>
<td>5/12/2017</td>
</tr>
</tbody>
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Guidelines for Submittal

To appropriately evaluate each design firm’s capabilities, responses are to be tendered according to the guidelines listed below. Award will be made based upon the total response to the RFP. Hastings will determine the response or responses that represent its best interests.

Each firm is to address their expertise in fulfilling the UC Hastings Scope of Work included in this RFP. The proposal shall clearly address all information requested in this RFP, and in any addenda. Structure your response as follows:

1. **Executive Summary**
   - Introduce your firm, including size, location, philosophy, and areas in which the firm excels.
   - Provide names, resumes, certifications and specialties of the personnel who would be assigned to this project, and indicate what their proposed role would be in this project.

2. **Expertise**
   - Describe specific techniques to be employed in preparation of the requested services. Outline an anticipated work plan and provide a tentative schedule.
   - Provide a list of recent projects of similar size and scope (including appropriate customer and contact information for individuals who may be contacted to evaluate completed work), and the outcome of the projects. Be sure to include any UC campuses or other public agencies for which you have provided these services.
   - Provide a limited representation of illustrative materials such as graphics and page setups.
3. **Compensation**
   - Provide a total fee proposal with clearly identified supporting details. The fee proposal should be inclusive of any license fees, hourly billing rates and estimate of time and work effort required, and any estimated reimbursable expenses not covered by fees.

**Due Date**

Your completed proposal is due (via e-mail) by **April 19th, 2017, 4:00 p.m. PT**, to: purchasing@uchastings.edu

Questions and clarifications concerning this Request for Proposals should be sent in writing via e-mail to purchasing@uchastings.edu referencing the appropriate RFP section and page number. Written responses to all submitted questions will be provided to all queries during the Q&A phase.

**Confidentiality**

All information concerning all parties referenced herein or their respective businesses and operations, which is directly or indirectly furnished or made available under or by virtue of the existence of this RFP and which is not generally available to the public shall be treated as confidential and proprietary. All parties shall take all reasonable precautions to assure that no such information is used, disclosed, duplicated, or distributed by them or any of their employees or agents for any purpose other than their performance hereunder.

**Agreement Term**

It is the intent of UC Hastings to enter into an agreement with a single firm. A standard UCH agreement is attached for reference as Exhibit A. Actual agreement may differ slightly.

**Other Conditions**

Submission of a proposal in response to this RFP does not commit UC Hastings to pay any costs incurred in proposal preparation or submission, or to enter into a contract with any Consultant for any services. UC Hastings may reject any or all proposals at UC Hastings’ sole discretion. Failure to comply with all the terms and conditions of this RFP may result in its rejection.

**Incorporation of Proposal into Contract**

This RFP, the awarded firm’s proposal, and all other representations made by the firm, will be incorporated into any and all contract agreements between the firm and UC Hastings.
Award of Contract

Award will be based upon the response that is determined by Hastings to be in the best interests of Hastings. Initial evaluation will be based upon a combination of company information, expertise and the cost proposal for the project. Hastings may, in its discretion, require a finalist round or round(s) to evaluate and assist in making final decision.
EXHIBIT A

SAMPLE AGREEMENT

AGREEMENT
BY AND BETWEEN

UNIVERSITY OF CALIFORNIA
HASTINGS COLLEGE OF THE LAW

AND

__________________________

THIS AGREEMENT ("Agreement"), made and entered into as of __ by and between Hastings College of the Law, hereinafter called "Hastings", and __, hereinafter called "Consultant", is for providing consult services to Hastings as follows:

I. SCOPE OF SERVICE RENDERED

Hastings hereby retains the Consultant to perform the following professional services:

II. TERM OF AGREEMENT

The term of this Agreement shall be from __ to __ or until completion of the Services are to the satisfaction of Hastings, or unless terminated by the occurrence of any one or more of the following, whichever is sooner:

   A. Completion of the performance of the Services, which will be performed during regular business hours; or
   B. Receipt by Consultant of Hastings’s written notice of its intent to terminate this Agreement within ten (10) days, which termination may be for any reason or no reason, in Hastings’s sole discretion; or
   C. Within twenty-four (24) hours of written notice to Consultant at any time in the event the Services are not being performed to Hastings’ satisfaction and otherwise in accordance with this Agreement.

The parties acknowledge and agree that this Agreement is a so-called "at will" Independent Consultant relationship, terminable upon written notice by Hastings. Upon expiration or termination of this Agreement for any reason, Consultant shall not have any executory

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obligations to Hastings; and Consultant shall be entitled only to such compensation as shall have accrued to Consultant for fees or expenses actually incurred by Consultant for completed and accepted Work provided up to but not including the effective date of termination.

III. COMPENSATION

The cost of Services shall be a lump sum not exceed

Hastings agrees to standard, typical and reasonable reimbursable expenses not to exceed.

IV. CHANGES IN THE WORK

In its sole and absolute discretion, Hastings may order changes in the scope of the services, or Hastings may order additional services outside the scope of service. Consultant shall not make any change in the work or be entitled to any adjustment of Contract Term or Compensation except as provided in a written Change Order or Addendum to this Agreement signed by Hastings.

V. PAYMENT

Hastings will pay Consultant monthly upon receipt of itemized billing invoices. The charges for reimbursable expenses will include copies of itemized receipts supporting the expenses.

All invoices will reflect Consultant’s taxpayer identification number and Consultant’s license number addressed to:

David Seward
Chief Financial Officer
University of California
Hastings College of the Law
200 McAllister Street
San Francisco, CA  94102
(415) 565-4710

TERMINATION CLAUSE

In the event Consultant fails to carry out or comply with any of the terms and conditions of this Agreement, Hastings reserves the right to demand correction of any breach or default within ten (10) days of notice to Consultant. In the event Consultant fails to correct the failure or default within the specified period, Hastings may terminate the Agreement without additional notice. Failure to terminate this Agreement is not to be deemed a waiver of the breach or default.

VII. EXAMINATION OF RECORDS

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Hastings and auditors of the State of California shall have access to and the right to examine and audit any books, documents and papers and/or records of Consultant involving transactions related to this Agreement for a period of three (3) years following its termination. These documents must contain adequate justification of the charges made to Hastings.

VIII. COORDINATION

Consultant, in performing services described herein, will coordinate and report to:

University of California
Hastings College of the Law
200 McAllister Street
San Francisco, CA  94102
(415)

Consultant is to immediately inform __(or designee) of any unusual conditions or events that relate to, or may affect, the work to be performed under this Agreement. Consultant agrees to meet on a regular basis with Academic Dean Marshall to review the progress of the work to be performed by Consultant and any unanticipated problems or issues.

IX. SERVICE PERFORMANCE SCHEDULE

It is understood that time is of the essence of this Agreement and Consultant is bound by all of the time limits imposed by virtue of this Agreement. Consultant agrees to the following service performance schedule:

The Services to be performed under this Agreement shall commence upon written authorization to proceed and be substantially completed within the time frame established between Hastings and Consultant.

X. INSURANCE AND INDEMNIFICATION

Hastings and the State of California shall not be liable for any accident, loss, injury (including death) or damages, happening or occurring during the performance of this Agreement, to persons and/or property, caused in whole or in part by the intentional or negligent acts or omissions of Consultant, and Consultant will fully indemnify and protect Hastings and the State of California from and against same. In addition to the liability imposed by law upon Consultant for damage or injury (including death) to persons or property by reasons of intentional or negligent acts or omissions of Consultant, his/her agents, servants, or employees, which liability is not impaired or otherwise affected hereby, Consultant hereby assumes liability for and agrees to hold Hastings and the State of California harmless and indemnify Hastings for any expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have suffered through any intentional or negligent acts or omissions of
Consultant, its subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors.

Consultant will maintain in force at all times during the term of this Agreement, Workers’ Compensation (statutory limits) in the amount of $500,000; and Employer's Liability, Comprehensive General Liability with bodily injury limits and property damage limits of $1,000,000 each occurrence and in the aggregate; and Auto Liability in the amount of $500,000 and Professional Liability in the amount of $1,000,000 subject to a deductible of $25,000. Such insurance policies shall name Hastings as an additional insured and provide for notification to Hastings thirty (30) days prior to termination or restrictive amendment. Consultant shall furnish a Certificate of Insurance to Hastings as evidence of the required coverage. All insurance required under this Agreement is to be provided by carriers with a Best rating of A-10 or better. Carriers must also be California admitted companies listed as such by the Insurance Commissioner for the State of California.

XI. EXCUSABLE DELAY

Consultant shall not be held responsible for delays in the performance of this Agreement caused by strikes, lockouts, labor disturbances, acts of government, acts of nature (e.g. earthquake) or other causes similar to the foregoing which are beyond the control of and are not the fault of Consultant. Provided, however, that Consultant shall, within five (5) days after the occurrence of cause or causes of delay, request an extension of time from David Seward. Such request shall be in writing and shall state in detail the reasons for the delay, which will prevent timely performance. If Hastings finds that such cause or causes of delay exist, it may either grant Consultant an extension of time equal to the delay resulting from such cause or causes, or, at its option, terminate this Agreement.

XII. APPLICABLE LAW

All pertinent laws of the State of California shall govern this Agreement and become a part hereof.

XIII. ENFORCEMENT OF AGREEMENT

Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall be settled by final and binding arbitration in San Francisco, California, under the auspices of the American Arbitration Association, in accordance with the Commercial Arbitration rules. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Any provisional remedy, which would be available from a court of law, shall be available from the arbitrator, to the parties of this Agreement pending arbitration.

The arbitrator shall determine which is the prevailing party and shall award that party its costs and fees. Costs and fees mean all reasonable pre-award expenses of arbitration, including the arbitrator’s fees, administrative fees, witness fees and attorneys’ fees.
XIV. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and may be served by depositing the same in the United States mail, postage prepaid and registered, and addressed to the parties at the addresses set forth below, or to such other address as either party may designate in writing from time to time.

If to Hastings: If to Consultant:

David Seward, CFO
University of California
Hastings College of the Law
200 McAllister Street
San Francisco, CA  94102

Any change of address of Consultant shall immediately be communicated in writing to Hastings.

XV. NONDISCRIMINATION

During the performance of this Agreement, Consultant shall not discriminate unlawfully against any employee or applicant for employment on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetics), marital status, age, sex or sexual orientation.

XVI. DRUG-FREE WORKPLACE CERTIFICATION

Consultant certifies compliance with Government Code 8355 by signing and incorporating the attached Drug Free Workplace Certification Exhibit into the Agreement.

XVII. W-9 Form

As required by Hastings, Consultant must complete a W-9 form attached hereto and shall be submitted together with this Agreement for full execution.

XVIII. CONFLICT OF INTEREST

Consultant will not hire any employee of Hastings to perform any service covered by this Agreement.

Consultant affirms that to the best of Consultant’s knowledge, there exists no actual or potential conflict between Consultant’s family, business or financial interests and the services under this Agreement and in the event of any change in such circumstances will inform Hastings of any questions regarding possible conflicts of interest that may arise as a result of such change in circumstances.

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XX. NON-ASSIGNMENT

This Agreement is not assignable or delegable by either party.

XXI. NON-RESPONSIBILITY OF THE REGENTS

The Regents of the University of California, a public corporation, is not a party to nor is it financially responsible under this Agreement.

XXII. ENTIRE AGREEMENT

This Agreement and the exhibits hereto, constitute the entire agreement between the parties and no party shall be liable or bound to the other in any manner except as set forth in this Agreement.

Dated: _________________, 2016

UNIVERSITY OF CALIFORNIA
HASTINGS COLLEGE OF THE LAW

By: ________________________________
   David Seward
   Chief Financial Officer

Dated: _________________, 2016

(Consultant)

By: ________________________________
   Signature

______________________________
Approved As To Form:
Dated: __________________________

Elise K. Traynum
General Counsel

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