



**UC HASTINGS**  
COLLEGE OF THE LAW  
EST. 1878

**REQUEST FOR PROPOSAL  
#78-0184**

**FOR**

**UCH Fall 2018 Magazine Design and Production Services**

**Date Issued: January 24, 2018**

**Due: February 13, 2018  
*No later than 5:00 p.m.***

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It is the Bidder's responsibility to read the entire document, any addendums and to comply with all requirements listed herein. Any addenda to this Request for Proposal will be available to all participating Bidders and posted on University of California Hastings College of the Law's Purchasing website at:

<http://sites.uchastings.edu/purchasing/current-bids-fy-2017-2018/>

It is the Bidder's responsibility to watch this website for any addenda, notices, or changes to the RFP or process.

**Issued By:** University of California Hastings College of the Law

**RFP Administrator:** Purchasing Department  
200 McAllister Street  
San Francisco, CA 94102

**On behalf of:** External Relations Department  
100 McAllister Street  
San Francisco, CA 94102

The information contained in this Request for Proposal (RFP) is confidential and proprietary to the University of California Hastings College of the Law and is to be used by the recipient solely for the purpose of responding to this RFP.

## Introduction

The College was founded in 1878 as the “law department” of the University of California. UC Hastings is the oldest public law school in California. Founded by Chief Justice Serranus Clinton UC Hastings, the College was established by the California Legislature with its own Board of Directors which has operated the College independently of the Board of Regents of the University of California since its founding. The Board of Regents possesses degree-granting authority, but all other aspects of the College are under the control of the UC Hastings Board of Directors. The College is the only stand-alone, public law school in the nation.

The mission of UC Hastings is to provide an academic program of the highest quality, based upon scholarship, teaching, and research, to a diverse student body and to assure that its graduates have a comprehensive understanding and appreciation of the law and are well trained for the multiplicity of roles that they will play in a society and profession that are subject to continually changing demands and needs.

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. This intrinsic quality is reflected in the large number of applications received for a very limited number of seats. Hence, UC Hastings’ enrollment management objectives are to matriculate select students of the highest academic credentials.

UC Hastings is a top-50 law school, with a renowned program, and global influence. As such, maintaining the school’s appearance is of vital concern. In addition, UC Hastings is a Civic Center and Tenderloin neighborhood leader and partner. The college’s interior and exterior appearance reflect this position.

## Purpose & Objectives of the RFP

The purpose of this Request for Proposal (the “RFP”) is to select and contract with a qualified supplier for Design and Production services for the UC Hastings Fall 2018 Magazine, in accordance with the requirements defined throughout this RFP.

## Scope of Work

The External Relations Department of the University of California, Hastings College of the Law (UCH, UC Hastings) seeks proposals for design, printing, and mail prep services for the production of its Fall 2018 Magazine. This RFP is for the overall project management of the Magazine, incorporating the **specific** requirements as follows:

Base Magazine Services:

Design and production services (page design, layout and production)

Editorial:

- Proofreading, production editing, content editing on entire magazine
- Copywriting of feature well covering 20-22 pages (350-400 words pp)
- Copywriting of 12 pages (350 words pp) of front of book “In Brief”
- Copywriting of 1 page (400 words total) of “Student Organizations/Experience”
- Copywriting of 4 page feature (500-1000 words total) of “Then and Now”
- Copywriting of 4 pages “Advancement” (350-400 words pp)
- Copywriting of 1 page “For the Record” (350 words pp) and 2 pages TOC
- Copywriting of 1-2 pages “Trending” (350-400 words pp)
- Copywriting of 6-10 pages “Scholarship” (350-400 words pp)
- Copywriting of 1 page “Point of View” (350-400 words pp)
- Formatting and editing 16-22 pages of Class Notes

Project management (schedule and budget tracking)

Prepress (scanning, file RIP, and page/press proofs)

Printing (plates/press time, ink/paper, bindery)  
 Stock photography and illustration budget  
 Freight delivery: 1,000 copies to UC Hastings location; remainder of print run prepared for mailing and dropped at post office.  
 Mailing Services: mail prep

**Base Magazine Specifications:**

- 22,000 quantity
- 84 pages
- 80# Cover #2 Dull; 70# Book #3 Matte
- 8-3/8" x 10-7/8", Perfect Bind; 4/4 color process

**Issuing Office and Communications Regarding the RFP**

This Request for Proposal, and any subsequent addenda to it, is being issued by the Purchasing Department on behalf of University of California Hastings College of the Law, External Relations Department. The Purchasing Department is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP, and is the only office authorized to change, modify, clarify, etc., the specifications, terms, and conditions of this RFP and any contract(s) awarded as a result of this RFP.

All communications, including any requests for clarification, concerning this RFP should be addressed in writing to:

UCH Purchasing Department  
[agiusb@uchastings.edu](mailto:agiusb@uchastings.edu)  
 and  
[purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)

**RFP Dates**

Suppliers interested in submitting proposals in response to this RFP should do so according to the following schedule. A supplier may be disqualified for failing to adhere to the dates and times for performance specified below (all times Pacific Time):

<b>Date</b>	<b>Time</b>	<b>Event</b>
Wednesday, January 24 <sup>th</sup> , 2018		RFP Issued
Wednesday, January 31 <sup>st</sup> , 2018	3:00 p.m.	Questions due <i>from</i> bidders
Friday, February 2 <sup>nd</sup> , 2018		UCH response to clarifications posted
Tuesday, February 13 <sup>th</sup> , 2018	5:00 p.m.	RFPs Due
February 13 <sup>th</sup> – 16 <sup>th</sup>		Evaluation
Week of February 19 <sup>th</sup> , 2018		Anticipated award

**Addenda to the Request for Proposal**

Any changes, additions, or deletions to the Request for Proposal will be in the form of written addenda issued by the University. Any addenda to this Request for Proposal will be posted publicly on the UC Hastings website at:

<http://sites.uchastings.edu/purchasing/current-bids-fy-2017-2018/>

UCH shall not be responsible for failure of any prospective Bidder to receive such addenda. All addenda so issued shall become part of this RFP.

## Instructions for Submitting Proposals

One **signed** bid must be received by the Purchasing Department no later than **5:00 p.m. (Pacific Time), Friday, February 13<sup>th</sup>, 2018**. Late bids will not be accepted. Responses are to be sent **via email to:** [purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)

Bids must follow the format specified in **Proposal Requirements** below. Bids must be signed by a company officer authorized to enter into contracts on behalf of the bidding firm. The submission of a signed bid will confirm understanding and acceptance of all requirements, terms, and conditions of the RFP unless specific exceptions are taken and alternative language or provisions are offered.

## Proposal Requirements

Interested firms are to submit a proposal that provides the following:

1. An introductory letter signed by a duly authorized company official, indicating intention to enter into contract.
2. A description of your firm as it relates to the scope of work above. Please indicate your corporate structure and team members to be assigned to this project.
3. Sample magazines (or similar)
4. Three (3) or more references of comparable work from similar organizations
5. Other factors which set you apart from others.
6. Describe or attach your firm's sustainable business practices policy. Refer to the University of California's Presidential Policy on Sustainable Practices (UCH follows these guidelines), <http://policy.ucop.edu/doc/3100155/Sustainable%20Practices>, and the SOW for this project, and align your response with the details in those statements;
7. A **COST PROPOSAL**. Provide a quote for the complete start-to-finish project based on the **Scope of Work** above. Include design, layout, production, shipping and printing. We are looking for a complete, NOT TO EXCEED total project amount.

## Proposal Evaluation and Contract Award

This solicitation, the evaluation of proposals, and the award of any resulting contract shall be made in conformance with applicable University policies and State of California law. UCH reserves the right to withdraw this Request for Proposal at any time. All documents submitted to UCH on behalf of this RFP will become the exclusive property of UCH and will not be returned.

Any contract(s) resulting from this Request for Proposal will be awarded to the responsive and responsible bidder whose proposal, in the opinion of the College, offers the greatest benefit to UC Hastings when considering the **total value**, including, but not limited to: cost, service standards, account management, and sustainability efforts.

Proposals will be evaluated by a UC Hastings committee using a written evaluation response, non-numeric system. The evaluators will examine each proposal to determine which of proposals best meets the College's requirements.

UC Hastings may waive irregularities in a proposal provided that, in the judgment of UCH, such action will not negate fair competition and will permit proper comparative evaluation of bids submitted. The College's waiver of an immaterial deviation or defect shall in no way modify the Request for Proposal documents or excuse the Bidder from full compliance with the Request for Proposal specifications in the event the contract is awarded to that bidder.

UCH reserves the right to accept or reject any or all bids, make more than one award, or no award, as the best interests of UCH may appear. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in the RFP, as well the contents of the Bidder's proposal as accepted by UCH and will be in writing.

### **Proposal Preparation Costs**

All costs incurred in the preparation and submission of proposals and related documentation, including bidder presentations to UCH, will be borne by the Bidder.

### **Contract Term**

It is anticipated that the initial term of any agreement resulting from this RFP will be for a period of one (1) year.

### **Optional Renewal Terms**

UCH may, at its option, extend or renew the agreement for additional three (3) one-year periods at the same terms and conditions.

### **Disclosure of Records and Confidentiality of Information**

All bid responses, supporting materials and related documentation will become the property of the College upon receipt.

This RFP, together with copies of all documents pertaining to any award or agreement, if issued, shall be kept for a period of three (3) years from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. If the response contains any trade secrets or proprietary information that should not be disclosed to the public or used by UCH for any purpose other than evaluation of the Bidder's response, the top of each sheet of such information must be marked with the following legend: "CONFIDENTIAL INFORMATION"

All information submitted as part of a response after an award has been made, must be open to public inspection (except items marked as "Confidential Information" and considered trade secrets under the California Public Records Act). Should a request for information be made of the College that has been designated as confidential by the Bidder and on the basis of that designation, UCH denies the request for information; the Bidder shall be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

Bidder may not distribute any announcements or news releases regarding this RFP without the prior written approval of the College.

### **Audit Requirements**

The college and/or the college's auditor may request to examine records related to this RFP for a period of up to three years. Bidders shall keep and maintain all records

### **University of California Hastings College of the Law Terms and Conditions of Purchase**

UCH Terms and Conditions of Purchase shall be incorporated into purchase agreement resulting from this RFP. Prevailing wage scale is a requirement as stated on the OPRL web site <https://www.dir.ca.gov/OPRL/>.

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

**Errors and Omissions**

If the Bidder discovers any discrepancy, error, or omission in this RFP or in any of the attached Appendices, UCH should be notified immediately and a written clarification/notification will be issued to all bidders who have been furnished a copy of this RFP for bidding purposes. No bidder will be entitled to additional compensation for any error or discrepancy that appears in the RFP where UCH was not notified and a response provided. All addenda of clarification will be posted on the University of California Hastings College of the Law bid posting website at:

<http://sites.uchastings.edu/purchasing/current-bids-fy-2017-2018/>

**Termination of Agreement**

Any agreement resulting from this RFP may be terminated in whole or in part by UCH (for cause and/or for convenience) with a written sixty (60) day notice without penalty. Any agreement resulting from this RFP may be terminated in whole or in part by Supplier (for cause only) with a written ninety (90) day notice without penalty.

**Order of Precedence**

In matters of conflicts of terms, the order of precedence shall be as follows:

1. The authorized UCH Purchase Order;
2. Final Agreement awarded from the RFP;
3. The RFP Document and any subsequent Addenda;
4. The UCH Terms and Conditions – Appendix A.

**Section 508 Compliance**

UC Hastings College of the Law is committed to making academic and administrative tasks accessible to individuals with disabilities in compliance with applicable law. UC/UCH reserves the right to perform real-world testing of a vendor’s product or service to validate vendor claims regarding Section 508 compliance, when and where applicable.

**Prompt Payment Settlement Discount**

Bidders are to quote discounts offered for prompt payment. UC considers 30-day payment periods as normal. Additional discounts should be quoted for payments received in 5, 10, 15, and 20 days.

State your firm’s early pay discount:

\_\_\_\_\_%, NET \_\_\_\_\_

\_\_\_\_\_%, NET \_\_\_\_\_

\_\_\_\_\_%, NET \_\_\_\_\_

\_\_\_\_\_%, NET \_\_\_\_\_

## 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 consultant 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 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



## VI. 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

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 \_\_\_\_\_ 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.

#### 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: \_\_\_\_\_, 201  
UNIVERSITY OF CALIFORNIA  
HASTINGS COLLEGE OF THE LAW

Dated: \_\_\_\_\_, 201  
(Consultant)

By: \_\_\_\_\_  
David Seward  
Chief Financial Officer

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

\_\_\_\_\_  
Approved As To Form:  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Elise K. Traynum  
General Counsel