

# REQUEST FOR PROPOSALS

#78-0185

## WORDPRESS WEBSITE HOSTING SOLUTION



**UC HASTINGS**  
COLLEGE OF THE LAW

RFP Issue Date: January 24<sup>th</sup>, 2018

RFP Due Date: February 16<sup>th</sup>, 2018 5:00p.m.

Contact: [purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)

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.



**UC HASTINGS**  
COLLEGE OF THE LAW

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

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

**On behalf of:** Information Technology  
200 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.



## WordPress Website Hosting Solution

### Purpose

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

- UC Hastings College of the Law (hereinafter called UC Hastings) is seeking to partner with a vendor who can provide a cloud-based website hosting and management platform for the new [uchastings.edu](http://uchastings.edu) WordPress website, which is currently in development. In addition to the platform itself, the College requires this vendor to assist in the new website's launch, and to provide technical website support and maintenance post-release.

Potential respondents are to read, review and respond to this request for proposal in accordance with the included guidelines.

### Context

Founded in 1878 as the "law department" of the University of California by Chief Justice Serranus Clinton Hastings, UC 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.)
- Mary Kay Kane Hall (200 McAllister St.)
- Hastings Parking Garage (376 Larkin)



## Background

UC Hastings released a request for proposals in March 2017 (RFP 67-0172) for a consulting firm to assist in selecting a new content management system, designing the new website and training the staff on how to use the new site. Modern Tribe was awarded the contract in August 2017. Modern Tribe and UC Hastings selected WordPress for the new content management system. The new website's target release date is July 2018.

UC Hastings now needs to procure a cloud-based website hosting solution for the new website, and is looking for a firm to not only provide the infrastructure, but also to administer the web infrastructure and assist in migration from Cascade to WordPress.

The UC Hastings website exists on the Cascade Server content management system and is hosted by Hannon Hill. It has approximately 300 active/fresh content pages out of 3500 pages total. The anticipated number of pages in the new site will range between 500 to 1,000.

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 site receives approximately 150,000 page views per month, 29,000 of which are unique visitors – with spikes in traffic corresponding with the academic year (graduation, admissions season, etc.).

Approximately 150 users from 60 departments currently edit content for the website, using SAML SSO integration, role-based permissions & automated backups. 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-branded WordPress sites provided by Edublogs in addition to having stale pages in Cascade. UC Hastings intends content development to be more centrally managed for the new website, cutting the number of content editors to less than twenty, with approximately five users having site management access.

There are a number of 3<sup>rd</sup> party applications integrated with the current website, including RSS, Instagram, Twitter, Ad Astra (via RSS), and ExpertProfiles (via iframe). UC Hastings currently uses Google tools, including Webmaster tools, Feedburner, and Analytics to track page statistics. The planned plugins to be used in the new site include Events Calendar Pro with add-ons for importing calendar events, Gravity Forms with accessibility, Yoast SEO pro, Google Analytics and some custom Modern Tribe plugins.



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## Mandatory Technical Requirements

### **1. Platform and management features**

- a. Web-based administration with an organization dashboard access for managing all sites.
- b. Provide the ability to have groups and/or tiers of UC Hastings-recognized authenticated access and authority (administrator, super user groups, federated editing permissions).
- c. Permit multiple users to enter, approve and make changes to the website at the same time (multiple persons with the same security access-level concurrently).
- d. Provide technical assistance, at no additional charge, to assist with Domain Migration.
- e. Provide a solution that allows for multiple hosting accounts to be created as long as we stay within our purchased storage space.

### **2. The solution must meet UCOP security standards**

- a. Provide 24x7x365 redundant network monitoring capabilities, with UC Hastings having the option of being notified immediately in the case of any type of failure (logical or physical) that would cause interruption to the virtual hosted website and platform.
- b. Perform real-time system monitoring, providing monthly reports that detail response times, system use and capacity, concurrent users, and system errors.
- c. Provide UC Hastings with an immediate report of any incidents of intrusion and hacking regardless of outcome.
- d. Provide routing through a mitigation service should a DDoS attack be detected and confirmed.
- e. Provide and deploy core updates across the platform quickly and efficiently to prevent website hacks.
- f. Vendor shall use Firewall technology to block unnecessary ports to virtual platform and web resources.
- g. Provide antivirus protection from malware.
- h. Provide the same amount of protection and security in the sandbox site as the production environment.
- i. Provide for backups.
- j. Cloud-based system must be FERPA Compliant.
- k. Cloud-based systems must conform to UCOP's cloud computing policies.



- 3. Maintenance and Support** The vendor's hosting platform, including all features and modular applications associated with the platform, must have qualified and available support included as a part of ongoing services to maintain the site, using guidelines, structures and materials meeting the following criteria:
- a. **Online Training** – An online repository of training (videos/documentation) for the purposes of fully training new staff members or retraining existing staff members.
  - b. **Support** – The vendor shall provide access to live support available via e-mail or phone during vendor's normal business hours. The support team must be fluent in the functionality and uses of both the platform's features, associate applications, and modules.
  - c. **Support Materials** – 24/7 access to support materials including, but not limited to: online training manuals, support FAQs, and/or customer support forums
  - d. **Support Service Level Agreement** – In all submitted proposals, vendors shall be able to produce a Service Level Agreement that details guarantees of customer support as well as a service escalation process. While website content updates are to be managed by UC Hastings or supporting vendors through the CMS, vendor must commit to regular maintenance and updating of the CMS and associated applications for the purposes of keeping the existing software up-to-date as well as introducing new functionality and applications.
  - e. **Software Service Level Agreement** – In all submitted proposals, vendors shall be able to produce a Service Level Agreement that details the process of software upgrades and security updates.
  - f. **Dedicated Account Manager** – Proposal should indicate if the vendor offers an option to have a dedicated account manager to contact for any support issues.
  - g. **Health Check Analysis** – Proposal should indicate if the vendor offers any ongoing services to help us monitor the health and usefulness of the site.
  - h. **Disaster Recovery** – The hosting platform should have a guaranteed uptime of 99.9% and less than 5 minute recovery time. and be backed by a Service Level Agreement (SLA). In the event of any outage impacting the primary data center, the hosting solution must have a disaster recovery or backup data center where our website visitors will continue to be able to access our site. The Recovery Time Objective (RTO) should be 60 minutes or less and the data replication (Recovery Point Object or RPO) should be 15 minutes or less.
  - i. **Page Load Time** – The solution should ensure that pages load on an average of 1.5 seconds of less.



- j. **SSL Certificate** – If necessary, one or more SSL certificates to encrypt data contained in site transmissions.

### Supplier Prerequisites for Submitting Responses

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

### Evaluation / Selection

The Hastings evaluation committee consists of Hastings IT personnel who will be responsible for the launch and administration of the website.

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 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](mailto:agiusb@uchastings.edu)

and

[purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)



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## Tentative Schedule & Milestones

RFP Issued	January 24 <sup>th</sup> , 2018
Questions due to <a href="mailto:purchasing@uchastings.edu">purchasing@uchastings.edu</a>	January 31 <sup>st</sup> , 2018 5:00p.m.
Responses posted at <a href="http://sites.uchastings.edu/purchasing/current-bids-fy-2017-2018/">http://sites.uchastings.edu/purchasing/current-bids-fy-2017-2018/</a>	February 5 <sup>th</sup> , 2018
RFP due to <a href="mailto:purchasing@uchastings.edu">purchasing@uchastings.edu</a>	February 16 <sup>th</sup> , 2018 5:00p.m.
Evaluation period	Week of February 19 <sup>th</sup> , 2018
Target award date	February 26 <sup>th</sup> , 2018

## 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.
- Professional resumes or job descriptions of the project manager and other key individuals involved in the implementation must be provided to UC Hastings.

### 2. Expertise

- Describe specific techniques to be employed to satisfy the requested services.
- 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.

### 3. UC Hastings Security Questions:

- Are intrusion detection technologies and firewalls utilized on the hosted system(s)?

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- Does your network or facility undergo vulnerability scanning and penetration testing?
  - Do your employees hold Information Technology Security certifications and/or secure coding certifications? If so, please describe them.
  - Are operating systems, programming and scripting languages, web servers, database servers, application servers, etc. always promptly patched and current with security updates? If not, please explain.
  - Does your company alert customers to vulnerabilities and security issues in a timely fashion? If so, please describe your process. What is your licensing model?
4. **Compensation or Sample Contract**
- 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.
  - Any guarantees or warranties relating to any aspects of system performance.
  - The time period of the contract.
  - UC Hastings obligations
  - Vendor Obligations

## Due Date

Your completed proposal is due (via e-mail) by **February 16<sup>th</sup>, 2018, 5:00 p.m. PT**, to: [purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)

Questions and clarifications concerning this Request for Proposals should be sent in writing via e-mail to [purchasing@uchastings.edu](mailto: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.



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## 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.



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**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

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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.

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### 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.



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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

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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



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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: \_\_\_\_\_, 2018  
UNIVERSITY OF CALIFORNIA  
HASTINGS COLLEGE OF THE LAW

Dated: \_\_\_\_\_, 2018  
(Consultant)

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

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

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

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

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