UC HASTINGS
COLLEGE OF THE LAW

REQUEST FOR PROPOSALS
#78-0002

for

Budgeting Software

RFP Issue Date: <u>Wednesday, May 16, 2018</u>

RFP Due Date: <u>Wednesday, June 20, 2018</u>

Contact: purchasing@uchastings.edu

Budgeting Software

Purpose

UC Hastings College of the Law (hereinafter called the College) seeks to implement a comprehensive online cloud-based budgeting tool and software solution that will accommodate the workflow, security, budgeting and forecasting, monitoring, and reporting needs of the organization. The College desires a scalable, easy to use, automated budgeting and forecasting system. The software solution will be used primarily for annual budget development, long-range budget forecasting, variance analysis, business intelligence/decision support and custom financial reporting purposes. The software should be appropriate for a public institution of higher education that has multiple programs and departments with a diverse set of users and reporting requirements. It is expected that the vendor response will include information about installation, integration, maintenance and support services.

Context

Founded in 1878 as the "law department" of the University of California by Chief Justice Serranus Clinton Hastings, UC Hastings College of the Law 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 the College 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 & Retail (376 Larkin)
- 333 Golden Gate (under construction)

Scope of Work

A. **BACKGROUND**

UC Hastings is funded by a combination of sources: state funded through annual appropriation; tuition and fees from multiple programs; housing, parking, and retail rents; and federal, state and private gifts and grants. The annual operating budget is $60M with additional outlays of about $20M in student financial aid awards. There are approximately 925 JD students in a three-year full-time law school program and less than 100 students in other professional degree programs. There are approximately 250 full-time faculty and staff with two unionized collective bargaining units, about 450 part-time hourly employees (including students), residential housing facilities for 280 Hastings students (with future plans for significant expansion), and a parking garage with 395 spaces and 13,000 square feet of retail space. As a public institution accredited by the American Bar Association and the Western Association of Schools and Colleges, the software solution must be robust and flexible enough to accommodate the budgeting and reporting needs of the College.

Currently, the College budgets annually for its general operating needs in both a centralized and decentralized method, performs a formal midyear budget review process, reports quarterly on results and variances, updates a five-year forecasting model for core operations twice yearly, and provides an online reporting interface to budget managers that reflects general ledger data updated nightly. The College utilizes a combination of Excel spreadsheets in conjunction with Ellucian's Colleague financial system to accomplish the goal of budgeting and forecasting. For budget development and midyear budget review processes, Colleague data is provided in Excel templates that are emailed to and completed by budget managers, approved by division managers, and emailed to the College's Budget Officer where they are manually entered into Colleague. Colleague provides the source data for consolidated reporting and tracking of budget variances to actual activities, program budget reports (through web-based interface, WebAdvisor) and budget reports to the Board (beginning budget, midyear revised budget, quarterly budget status reports). Multi-year budget forecasting is accomplished through Excel with several driver-based inputs and linked spreadsheets. There are multiple points of redundant data entry in the current methods. The College's external auditors recommended purchasing and implementing a budgeting software solution.

The College seeks to automate manual processes, reduce redundancies, reduce the possibility of user error, increase accuracy, expand forecasting abilities, and enhance financial reporting through a budgeting software solution. The Budget Office consists of one full-time Budget Officer reporting to the Chief Financial Officer. It is anticipated that initially the system will be used by up to 50 active users. These users are: division and department/program manager end-users, budget office staff/system administrator, and IT support. A responsive proposal will take into consideration the role each type of user fulfills in the budgeting process.

The major project objectives are:

- Budget decision makers are informed by sufficient and timely data;
- Budget preparers and approvers use streamlined budget preparation structures;
- The College can improve the usability of information for internal stakeholders and the public;
- Performance of budgets can be better monitored by College Officers and program/department staff.

Significant project benefits are:

- Increased usefulness of budget decision making information;
- Optimized budget preparation efficiency and accuracy;
- Increased transparency of College budgets and the budget process;
- Increased financial accountability.

B. MANDATORY TECHNICAL REQUIREMENTS

1. **The software solution must be compatible with other UC Hastings Systems:**
   a. Cloud-based hosting is required.
   b. User interface must support Shibboleth authentication.
   c. Application will interface with UniData databases (UniQuery, UniObjects), directly or indirectly with vendor supplied conversion tools, as necessitated by the Ellucian Colleague ERP cloud-based system.
   d. The application must be accessible over the Internet using commonly used browsers including Internet Explorer, Chrome, Firefox, and Safari, and operate responsively with commonly used computing devices including tablets and mobile laptops.

2. **The software should allow for user authentication and user provisioning:**
   a. Must provide the ability to have groups and/or tiers of UC Hastings-recognized authenticated access and authority to the scheduling functions and data (administrator, super user groups, view only, edit, create, delete, book tentatively).
   b. Ability to self-define "statuses" for process management, workflow management, and space override management.
   c. Should permit users to belong to multiple groups/tiers/cost centers.
   d. Permit multiple users to enter, approve and make changes at the same time (multiple persons with the same security access-level concurrently).
   e. Provide audit trail to determine date, time, action and user who made the change(s) to all events.

3. **The software solution <u>must</u> meet University of California Office of the President (UCOP) security standards and:**
   a. Any cloud-based system must conform to UCOP's cloud computing policies.
   b. Bidder must explain how the following tasks are accomplished:
      i. Failover/redundancy/replication of system to another location.
      ii. Back up of budget document files.
      iii. Timing of lost file restoration.
   c. Provide UC Hastings with an immediate report of any incidents of intrusion and hacking regardless of outcome.
   d. Provide and deploy core updates across the platform quickly and efficiently to prevent hacks.
   e. Vendor should provide necessary technology to block unnecessary ports to minimize security risk.

C. <u>GENERAL REQUIREMENTS</u>

1. **The software solution <u>must</u> provide this basic functionality in its design**:
   a. Deliver a high level of capability to College staff to easily input, manage and access data and information for budget analysis, decision making, reporting and archiving.
   b. Have the ability to manage the overall budget centrally and also allow for decentralized management of budgets.
   c. Provide a tool for annual budget development (operating, capital, grants/contracts, salary/benefits, projects), periodic budget reviews, and long-range forecasting at the fund, program/department and object/category level of revenues and expenditures.
   d. Be able to handle various types of forecasting scenarios.
   e. Include capabilities for monthly and quarterly in-year budgeting and reporting and support long-range multi-year forecasting.
   f. Allow budgeting and reporting across multiple fiscal year periods.
   g. Provide ease of usability for non-technical users; minimal training should be required for non-technical users to effectively navigate the tool.
   h. Enable collaborative workflows with change tracking and electronic approvals.
   i. Require little to no internal Information Technology resources to maintain the system and only require one budget office staff person to fully and effectively manage the back-end maintenance on a limited part-time basis.
   j. Support higher education budgeting and accounting best practices.
   k. Can be configured to meet future needs including changes to budgeting methodologies, business models or ERP systems.

2. **The online budgeting solution <u>should</u> possess the following functionality:**
   a. Allow driver-based and financial inputs including multiple program enrollments, fee levels, tuition discount rates, retention rates, campus housing units and occupancy rates.
   b. Generate unlimited and dynamic what-if scenarios to explore different forecast assumptions.
   c. Real time or nightly updates to system data.
   d. Provide position budgeting – salary and fringe benefit expense planning – by position, employee and by job type/job code, with specific employee attributes such as: position number, position title, FTE/hours worked, salary grade and/or step level, fringe benefit rate, bargaining unit or classification, timing and percentage of pay increase(s).
   e. Built-in GAAP compliant rules and business logic.
   f. Allow tasks to be created and defined in an automated workflow. There should be indicators showing progress towards completion and a notification function that emails users when a task requires action. Primary tasks include beginning budget development, midyear budget review, and budget change requests.
   g. The tool should have a mechanism for tracking changes to the budget and forecast plan that is timestamped by user name.
   h. Solution should allow users to leave comments and detailed documentation of assumptions, notes and justification throughout the budgeting and forecasting systems.
   i. Solution should allow end-users to manage program/department budgets including the ability to earmark or encumber accounts to reflect commitments against allocated funds.
   j. Software should have clear role level security such that an administrator can provide access only to permitted data. Tool should also allow for creation of various security profiles for setup of new users.
   k. Allow easy modification to the budget structure resulting from business changes (e.g., changes to program/departments, changes in reporting hierarchies, changes to accounting structures).
   l. Allow loading of at least three years of historical budget and actual data.
   m. Establish a foundation for future technological and functional enhancements.

3. **The software <u>must</u> possess the following reporting capabilities:**
   a. System reports must be produced within the purchased environment without requiring extensive technical expertise or the use of a 3rd party reporting tool (standard and built-in query builder).
   b. Reports are available through a standard web interface.
   c. Provide a set of standard self-service or canned reports.

4. **The software <u>should</u> possess the following reporting capabilities:**
   a. Generated reports can be scheduled to automatically run and be distributed to specified users at pre-determined times.
   b. Provide a robust way to create and modify canned reports, as well as create custom reports based on existing data element, preferably without requiring users to learn new syntax.
   c. Solution should have built in visualization of KPI data in the form of dashboards which are both general college-wide and specific to each program, department or division. These dashboards should be customizable.
   d. Ability to generate projected cash flow and balance sheet statements for various budget forecast assumptions.
   e. Include the ability to view summaries of College general ledger accounts with budget versus actual revenue/expense activity and allow drill-down to general ledger transactional level detail.
   f. Roll-up annual budgets and forecast plans by program and/or cost element and at department, manager, division and college-wide levels. Preference given to solutions that allow for creation of alternate hierarchies such as grouping by funding source and program type.
   g. Functionality to generate various staffing and personnel budgeting and expense reports.
   h. All reports can be exported out to .xls, .csv, .rtf, .html, xml, and .pdf.

5. **The following documentation and training support items are <u>required</u>:**
   a. Solution provider must be able to supply a dedicated team of implementation and training experts and describe the suggested approach and method.
   b. Conduct system administrator training on how to maintain the application.
   c. Provide updated documentation for systems administrators and general user help and assistance.
   d. Provide advanced notification and updated documentation with the release of any software updates or upgrades.
   e. Must provide software upgrades including major releases for purchased versions within the fee structure of the annual software maintenance fee.

6. **The following documentation and training support items are <u>desired</u>:**
   a. Conduct end-user training on how to use the application.
   b. Provide timely end-user access to tech support and customer website as part of the standard annual software agreement.
   c. In all submitted proposals, vendors shall be able to produce a Service-Level Agreement that details the process of software upgrades and security updates.

UC Hastings Contact Information

The primary contacts for this process are:

UC Hastings Purchasing Department
purchasing@uchastings.edu

Darryl Sweet, Director of Business Services

Brian Agius, Lead Buyer

Tentative Schedule & Milestones

RFP posted	Wednesday, May 16, 2018
Questions due to purchasing@uchastings.edu	Wednesday, May 23, 2018
Responses from UCH posted	Tuesday, May 29, 2018
RFP due to purchasing@uchastings.edu	Wednesday, June 20, 2018
Evaluation period	Immediately following due date
Finalist round (in any), plus award	TBD

Guidelines for Submittal

To appropriately evaluate each 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. The College will determine the response or responses that represent the best interests of the College.

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 engagement, and indicate what their proposed role would be and the benefits they bring.

2. **Expertise**
   - Develop a short narrative demonstrating clear understanding of the objectives and key features of the proposal.

- Describe specific methodologies, techniques and technology to be employed in preparation and delivery of the requested services. Outline anticipated schedule, work plan and task list that details the steps to complete the proposed services and addresses how all aspects of the Scope of Work will be carried out.
- Provide a list of recent engagements of similar size and scope (including appropriate references, who may be contacted to evaluate completed work), and the outcome of the engagements. Be sure to include any UC campuses or other public agencies and Ellucian Colleague clients for which you have provided these services. Highlight organizations that are similar to UC Hastings.
- Provide a limited representation of illustrative materials such as graphics and page setups.
- Detail any assumptions made in preparing the proposal.
- Include any other services not identified in the Scope of Work.
- Provide documented expertise and experience in UniData. Preferably 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.
- Discuss approach to software updates – how frequently updates are issued, ability to evolve with new versions of underlying and/or companion software, etc.

3. **Pricing**
   - 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. If the proposed fee is not a fixed amount, note this and provide the basis for the proposed fee. Provide a total fee proposal with clearly identified supporting details and individual costs for:
     - Software, storage and hosting;
     - Implementation of installation;
     - Training;
     - Annual support costs (3 years plus additional 2 years).
     - Annual licensing costs (3 years plus additional 2 years). If pricing is based on the number of users, provide incremental per user costs and number of users assumed in the price.
     - Separate pricing for any additional requirements outside the Scope of Work that would benefit UC Hastings and be clearly identifiable.

Due Date

Your completed proposal is due (via e-mail) by WEDNESDAY, JUNE 20, 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, by COB on Wednesday, May 23, 2018.

Written responses to all submitted questions will be provided to all queries during the Q&A phase on or about COB on May 29, 2018.

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 to the extent permitted by law. 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 a multi-year 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. UC Hastings may, at its discretion, request interviews and demonstrations of proposed budgeting software solution(s), through a web-based or in-person presentation, that will be attended by users of the software including program/department and budget office staff.

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 to be in the best interests of UC Hastings, as determined by the College. Initial evaluation will be based upon a combination of company information, expertise and the cost proposal for the project. The College may, in its discretion, require a finalist round or round(s) to evaluate suppliers and their products in order to 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 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

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 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.

XX. NON-ASSIGNMENT

This Agreement is not assignable or delegable by either party.

XXI. NON-RESPONSIBILITY OF THE REGENTS

RFP #78-0002
Budgeting Software

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   Dated:_____, 201
UNIVERSITY OF CALIFORNIA
HASTINGS COLLEGE OF THE LAW   (Consultant)

By:_____   By:_____
    David Seward   Signature
    Chief Financial Officer

_____
Approved As To Form:
Dated:_____

_____
Elise K. Traynum
General Counsel