



UC HASTINGS
COLLEGE OF THE LAW
EST. 1878

**REQUEST FOR PROPOSALS
#90-0001**

for

Library Self-Check, Security EM Gates and CCTV System

RFP Issue Date: 7/8/2019

RFP Due Date: 7/25/2019

Contact: purchasing@uchastings.edu

Purpose

UC Hastings College of the Law (hereinafter called the College) seeks to purchase and implement a self-check system solution in the Law Library as the physical space is transformed.

Context

Founded in 1878 as the “law department” of the University of California, 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 affiliation with the University of California, and its location in San Francisco’s downtown Civic Center are major factors contributing to the overall strength of the institution.

Scope of Work

A. **BACKGROUND**

1.1 Statement of Purpose

The UC Hastings Law Library is seeking an innovative and accomplished vendor to install, maintain, and warranty patron self-checkout kiosk equipment which shall interface with the library’s Ex Libris Alma integrated library system (ILS). The vendor will also install, maintain and warranty electromagnetic-sensitive security gates which activate recommended CCTV video equipment. The self-check system will be located on the 6th floor of 200 McAllister St., San Francisco, CA, providing security for an entrance having width of 10 linear feet. The self-check system will be scalable, permitting the addition of new self-check stations as demand requires. The library uses an electro-magnetic security strip on circulating materials and a scannable barcode system for circulating materials and patron IDs. There is no plan to convert to RFID.

Responses should include pricing structures for the following:

- A. Single, self-check kiosk and security gates compatible with existing CCTV system

- B. Single, self-check kiosk, security gates and new or recommended CCTV system

The Library's goals for this project include these benefits:

1. Enable functional autonomy in provisioning the library's circulation services;
2. Enhance the library's security systems to preserve collection integrity;
3. Enhance library branding and the 'look and feel' of a state of the art facility.

1.2 Critical Requirements

The vendor of the self-checkout equipment proposed must meet the following critical requirements by the date proposals are due. The vendor should have documentation available for review and be in a position to refer to an operational site or sites to showcase the functionality listed below.

This RFP seeks a system capable of the following:

- Real-time interface to automated library system's circulation module (Ex Libris Alma)
- Support of SIP 2
- Support of Stunnel, an open source SSL encryption wrapper
- Security gates will detect EM magnetized security strips, sound an alarm and activate the recommended CCTV video system
- Intuitive and user-friendly self-service interface enabling ease of use without staff assistance
- Accessibility consistent with standards in American Disabilities Act (ADA) and ADA Amendments Act (ADAAA)
- Ability to work with Codabar and Code 39 ID and material barcodes
- Ability to provide customized look and feel with Library branding (branding will be provided to the vendor)

1.3 Library Information and Statistics

- The Library uses Ex Libris Alma in a cloud environment. Alma access is enabled through web services, API and SIP 2.0 technology with the Stunnel encryption wrapper
- Annual checkouts for the Library system-wide are approximately 20,000 items with approximately 150,000 items circulating at the current Central facility.
- The Law Library is connecting to a newly constructed building through a skyway and this project will enable circulation autonomy and collection security.
- A self-service circulation rate of 98% or better is expected.

2 Scope of Work

The Library seeks a self-checkout kiosk equipment solution that includes the hardware, software, installation, staff training, and on-going support and maintenance of all components. Vendors must be able to demonstrate their ability to provide the following:

- Intuitive, customizable and responsive self-checkout stations with barcode scanning and customer account management
- Interface and data exchange via standard SIP2 protocol to the Library's Ex Libris Alma;
- Customizable screens for Library branding and additional options to match the look and feel of the building
- Security gates that link and trigger video recording through CCTV security cameras

Vendors may exercise discretion in the proposal, but the final product must include these specific attributes. Please include any narrative responses, marketing materials, photos, diagrams or other evidence of the ability to comply with these requirements.

The Library provides the following estimate of equipment and software anticipated to achieve the goals stated in in the Statement of Purpose. Number of units will be determined by budgetary and other factors and maybe increased or reduced between release of RFP and purchase. Optional or additional components, configuration or equipment/software that Vendor may recommend should be included in the proposal with an explanation of the benefits to the Library.

- Library plans for up to two (2) self-check units in the 200 McAllister Street building.
- Library anticipates all units will be full service kiosks.

B. REQUIREMENTS

3 Live Demonstration

Vendors selected for the interview process will be required to demonstrate through video all self-check units being recommended at no additional cost to the Library.

- Demonstrations will occur online using conferencing software.
- Demonstrations are anticipated to be scheduled as soon as possible following the college's review of responses and finalist designations
- Demonstrations will be of all equipment being proposed by the vendor, including but not limited to self-check kiosks and security gates.
- Demonstrations should allow for real time use of equipment being recommended.
- Library will provide access to its Alma Sandbox (test server) including accounts for testing to provide a real time environment and interfacing.
- Demonstrations should present full functionality of proposed systems. At a minimum, this must include:
 - Login/Logout
 - Checkout of materials
 - Normal checkout
 - Customer with fines
 - Customer with blocks on account
 - Staff override functions

6. Pricing, Guarantees, and Warranties

Prices shall be written in the proposal and also stated in figures. Prices reflected in the proposal shall include any discounts extended. Unit prices shall be inclusive of all components including hardware, software, installation, service and training. Vendor must include prices of all equipment and any options needed to meet specifications.

All guarantees and warranties should be stated in writing and submitted as part of the proposal.

The vendor shall warrant that the system will meet the reliability and performance requirements set forth in the RFP and will continue to do so as long as the system remains under vendor maintenance. The vendor must include all costs for all products and services, training, freight and any subscription fees to include at least a full one-year software and hardware warranty as well as maintenance fees for the next four years of use.

7. Installation

Vendor shall install the system as specified in the RFP, by manufacturer trained technicians subject to exceptions made in the response and agreed upon in writing.

8. Parts Availability

To ensure ready availability of components, parts, and supplies, all major elements the system must be warehoused in the United States or the vendor must demonstrate the ability to have parts delivered and available for installation within 24 hours of request.

9. Staff Training

The Vendor shall provide training to UC Hastings employees with a minimum (8) eight hours of training each, after installation and configurations of the systems are complete. Designated employees will be determined by the Library. Vendor shall provide Owner video of all training sessions with close out materials.

10. Technical Requirements

The following items outline the technical requirements expected of the selected vendor. For each item in this requirements list, proposals should explicitly confirm if the requirement is met by the product(s) being proposed. Exceptions, whether the inability to fulfill a requirement or the ability to exceed a requirement, must be disclosed in detail.

10.1 General Requirements

- A. All system components must be ETL or UL, and FCC Part 15-Certified; SIP2, TCP/IP Ethernet 10/100 and 802.11n (wireless) compliant.
- B. The proposed system and all of its components must be entirely compatible with, though not interfere with, the integrated library system.
- C. Configuration changes must be able to be pushed to the local self-checkout stations or managed remotely.
- D. The proposed system must interface with the Library's existing automated library system using the SIP2.
- E. The proposed system must be able to connect through the Library's Ethernet network via an RJ-45 connector and/or secured wireless network.
- F. Vendor must provide FCC and UL information for all relevant equipment proposed.
- G. Self-check station computer must use a Microsoft Windows based operating system and support Windows 10.

- H. Security gates will detect EM tattle-tape and trigger existing or recommended CCTV system.

10.2 Self-Checkout Units

- A. The proposed system's barcode self-checkout units must be able to read item-specific identification numbers and communicate to the host circulation system to update the Library's inventory.
- B. The proposed system must read the type of barcode customer cards currently in use by the library.
- C. Station must be able to scan barcodes printed on customer cards.
- D. The proposed system must utilize a touch screen with appropriate additional ADA accommodations.
- E. The proposed system must display each step in the process to illustrate how customers are to interact with the system.
- F. The proposed system must have the ability to perform check-out functions and renewals using barcodes without reconfiguration.
- G. The proposed system should have the ability to perform check-in and suppress this service when not needed.
- H. The proposed system must allow the customer to perform item renewals without being required to have the item physically present.
- I. The proposed system must be capable of reading item barcodes located in various locations, including inside or outside, top or bottom of the front or back cover, or inside on the top or bottom of the front or back fly page.
- J. The proposed system's self-checkout units should have customizable messages based on customer and item status.
- K. The proposed system must display ILS system information relating to the patron or item status.
- L. Customized text should persist through upgrades to new versions.
- M. The proposed system must provide visual and audible feedback during the transaction.

- N. The proposed system must have the ability to display select information from the customer record, such as number of items checked out, number of items on hold, outstanding fine information without compromising customer's privacy.
- O. The proposed system should have customizable instructions.
- P. The system must allow staff to override checkout processes, void transactions, and perform similar circulation activities from the unit.
- Q. The system must be capable of complying with ADA provisions for height and reach. Text and audio must be available to provide full access for visually and/or hearing impaired users.
- R. Option must be available to enter UC Hastings identification accounts and passwords on the touch screen in addition to scanning library cards. System should be able to scan barcodes from a UC Hastings ID card as well as accepting UC Hastings identification account number input via touchscreen for card-free checkout.
- S. The proposed system stations must deactivate the theft or security status on the materials when checked out. Library materials use 3M tamper tape strips.
- T. The self-check system should provide a list of all items on the screen showing which items have been successfully checked out.
- U. The proposed system must have the ability to perform off-line transactions and maintain records of all items checked out when the ILS is offline, and then upload transactions when the ILS is back online.
- V. The proposed system should offer customers the option of email or no receipts for each session.
- X. The proposed self-checkout system must provide at least 90% first time successful checkout for Library customers.
- Y. The proposed system should offer the option of a stand-alone kiosk, countertop system, a component type model and the option for software-only to be installed on library- provided computers with separate pricing for each version.

- Z. The proposed system should provide a menu that lets customers enable/disable multiple options including:
 - 1) Check out
 - 2) Check in
 - 3) Query account
 - 4) Email Print ILS account status
- AA. The proposed system must be capable of checking out or checking in all types of print and non-print media.
- BB. The proposed system must allow multiple item check-outs without first choosing the number of items to be checked out.
- CC. The proposed system should support the option for a customer to request staff assistance by pressing a button on screen.
- DD. The proposed system should be configurable to show the My Account screen.
- EE. The proposed system should support and display information and alerts that can be updated remotely.
- FF. The self-check system must be able to be managed remotely for updates, changes to configuration, etc. This remote administration application must have the ability to push changes to all deployed self-check stations.

10.3 System Status Features

- A. Real-time detailed monitoring for the following components:
 - 1) SIP 2.0 Connection
 - 2) Stunnel support
 - 3) ADA compliance meeting state (California) and federal regulations
 - 4) Support and help requests
- B. Real-time monitoring must work with multiple self-checkout devices at a single location.
- C. Real-time monitoring must allow for additional self-checkout devices to be added to the network in the future.
- D. The system must include web-based or remote login monitoring and diagnostics.

10.4 Self-checkout System Configuration Features

- A. The software configuration option must allow authorized staff to copy configurations from a self-checkout device to multiple self-checkout devices at the same location or at different sites.

- B. The software configuration option must allow authorized staff to perform the copying of a configuration from a self-checkout device to other self-checkout devices across any networked locations remotely.
- C. Configuration of the system must be performed in a browser or GUI client.

10.5 Hardware / Software Technical Support

- A. The vendor should have a toll-free telephone assistance on system use and troubleshooting that is available 7 days a week, 365 days a year, excluding holidays.

10.6 Installation Requirements

- A. The proposed system must be installed according to a schedule determined in coordination with Library staff to minimize disruption.
- B. Vendors should recommend an installation plan. The Library anticipates starting the installation between August and December 2019. This date range may change as construction, permit, and moving issues dictate. UC Hastings will work with Vendor on the exact delivery and installation date.
- C. Vendor must also be available at no cost to UC Hastings for consultation on placement of hardware to accommodate network infrastructure, power and ventilation requirements, building restrictions, etc., and to maximize the workflow, staffing and patron convenience issues.

10.7 Warranty and Service Requirements

- A. All support including software and hardware service for all elements of the system and all transaction assistance with the payment systems must be able to be accessed through a single telephone number or single email address.
 - 1) The Vendor should provide all hardware and software support for all items proposed.
 - 2) The Vendor should provide all support for the financial / credit transactions.
- B. Vendor must provide a means of uploading diagnostic information about self-check computers.

- C. Vendor must provide a means of automatically gathering diagnostic logs and uploading software diagnostic logs directly from a computer to a support ticket in the form of an email.
- D. Vendor must provide a minimum an all-inclusive 12-month extended warranty on equipment, software, and components and offer a maintenance / service contract thereafter. All proposed maintenance / service contracts are subject to negotiation by the Library.
- E. Vendor must offer a 12-month 100% money-back performance guarantee on all equipment purchased and covered by 12-month extended warranty or service agreement.
- F. Software patches and service pack releases must be supplied at no additional charge to the Library while under maintenance.
- G. Feature updates and new software versions must be included at no additional charge while under maintenance.
- H. Service technicians must be fully trained, factory authorized and certified by the manufacturer to perform Service.
- I. Vendor must have fully factory-trained technicians stationed throughout the country for onsite hardware support and service.
- J. Library shall be able to request service seven days a week, including nights and weekends, excluding holidays.
- K. Technicians will answer calls at all hours, not via an answering service.
- L. Service technicians will be equipped with parts normally required to service the equipment and reduce downtime.
- M. Vendor must provide as an online service:
 - 1) Submitting support tickets
 - 2) Tracking tickets
 - 3) Tracking enhancement requests and defects
 - 4) Allowing Library to view product release details for at least the current and prior software versions
 - 5) Obtaining documentation
 - 6) Downloading patches and new versions of software

- 7) Viewing the status of installation projects
 - 8) Viewing details about software and hardware maintenance costs
 - 9) Paying maintenance online with a credit card
- N. Service Agreements to extend the warranty period on parts and labor must be available for a period of 12, 24, 36, or 48 months. Provide pricing for each option.
 - O. Failure of vendor to meet specified service-level response times will result in a 1% credit on annual maintenance for each incident.
 - P. The Service Agreement must be renewable on an annual basis.
 - Q. The Service Agreement must include remote maintenance for expert technical consultation and software support.
 - R. Warranty and Service requirements apply to both Standard and Optional system components.

10.8 Ex Libris Alma Library Management System Documentation

- S. Self-Check Overview.
<https://developers.exlibrisgroup.com/alma/integrations/selfcheck/>
- T. Self-Check Stunnel
<https://developers.exlibrisgroup.com/alma/integrations/selfcheck/stunnel/>
- U. Self-Check documentation
[https://knowledge.exlibrisgroup.com/Alma/Product_Documentation/010Alma_Online_Help_\(English\)/090Integrations_with_External_Systems/040Fulfillment/060Self-Check_Machines](https://knowledge.exlibrisgroup.com/Alma/Product_Documentation/010Alma_Online_Help_(English)/090Integrations_with_External_Systems/040Fulfillment/060Self-Check_Machines)

UC Hastings Contact Information

The primary contact for this process is:

UC Hastings Purchasing Department,
Darryl Sweet, Director of Business Services
purchasing@uchastings.edu

Tentative Schedule & Milestones

| | |
|---|--------------------------------|
| RFP posted | Monday, July 8, 2019 |
| Questions due to purchasing@uchastings.edu | Tuesday, July 16, 2019 |
| Responses from UCH posted | Friday, July 19, 2019 |
| RFP due to purchasing@uchastings.edu | Thursday, July 25, 2019 |
| Evaluation period | Immediately following due date |
| Finalist round (in any), plus award | TBD |

Guidelines for Submission

To appropriately evaluate each firm's capabilities, responses are to be tendered according to the guidelines listed below. Each firm is to outline how it will fulfill the Scope of Work included in this RFP. Proposals should clearly address all information requested in this RFP and use the following organization:

1. Executive Summary

- Introduce the firm, including size, location, philosophy, and areas in which it excels.
- Provide names, resumes, certifications, and specialties of the personnel who would be assigned to this project, and indicate what their proposed roles 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 and reports. Outline anticipated schedule, work plan, and task list that details the steps to complete the proposed services and prepare the reports, and addresses how all aspects of the Scope of Work will be carried out.

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- 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. Highlight organizations that are similar to the College.
- Provide a limited representation of illustrative materials such as graphics and page setups.
- Outline how the College's feedback will be incorporated at various stages of implementation of the digital marketing and demand nurture campaign.
- Detail any assumptions made in preparing the proposal.
- Include any other services not identified in the Scope of Work.

3. Pricing

- Use excel.
- Provide a comprehensive pricing strategy that ties back to the stated goals, expectations, and deliverables.

Due Date

Completed proposals are due (via e-mail) by THURSDAY, Thursday, July 25, 2019, 4:00 p.m. PDT, to: purchasing@uchastings.edu

Questions concerning this RFP should be sent in writing via e-mail to purchasing@uchastings.edu referencing the appropriate RFP section and page number, by COB Tuesday, July 16, 2019.

Written responses to all submitted questions will be provided to all questions submitted on or about COB Friday, July 19, 2019.

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 one agreement with one firm. A standard UC Hastings 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 firm 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 the disqualification of a proposal. UC Hastings may, at its discretion, request interviews and demonstrations of proposed marketing campaigns through a web-based or in-person presentation for College 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

Assuming UC Hastings decides to proceed, 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.

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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

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.

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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.

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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

UC Hastings prohibits discrimination against any person employed; seeking employment; or applying for or engaged in a paid or unpaid internship or training program leading to employment with UC Hastings College of the Law on the basis of race, color, national origin, religion, age, sex, gender, sexual orientation, gender expression, gender identity, gender transition status, sex- or gender-stereotyping, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, citizenship, or service in the uniformed services, including protected veterans. This policy is intended to be consistent with applicable state and federal laws and Hastings policies.

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: _____, 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: _____

John DiPaolo
General Counsel

Non-Discrimination Policy

Definitions:

Gender: The sex of a person, including a person's gender identity, and gender expression.

Gender Expression: A person's gender-related appearance or behavior, or the perception of such appearance or behavior, whether or not stereotypically associated with the person's sex assigned at birth.

Gender Identity: Each person's internal understanding of their gender, or the perception of a person's gender identity, which may include male, female, a combination of male and female, neither male nor female, a gender different from the person's sex assigned at birth, or transgender.

Gender Transition: The process some transgender people go through to begin living as the gender with which they identify, rather than the sex assigned to them at birth. This process may include, but is not limited to, changes in name and pronoun usage, facility usage, participation in employer-sponsored activities (e.g. wellness physical activities, teambuilding projects, or volunteering), or undergoing hormone therapy, surgeries, or other medical procedures.

Pregnancy: Includes pregnancy, childbirth, and medical conditions related to pregnancy and childbirth.

Protected Veteran: A veteran who is protected under the non-discrimination and affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; specifically, a veteran who may be classified as a "disabled veteran," recently separated veteran," "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined by 41 CFR 60-300.2.

Service in the Uniformed Services: Includes service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as state military and naval service.

Sex: Includes, but is not limited to, pregnancy; childbirth; medical conditions related to pregnancy, childbirth, or breast feeding; gender; gender identity; and gender expression, or perception by a third party of any of the aforementioned.

Transgender: A general term that refers to a person whose gender identity differs from the person's sex assigned at birth. A transgender person may or may not have a gender expression that is different from the social expectations of the sex assigned at birth. A transgender person may or may not identify as "transsexual."