

# WESTERN MICHIGAN UNIVERSITY



Freedom of Information Act Officer

November 22, 2017

Ms. Lisa C. Minnick  
President, WMU American Association of University Professors

Via email only (staff @wmuapp.net)

Re: Your Freedom of Information Act (FOIA) email request of November 13, 2017

Dear Ms. Minnick:

The above-referenced FOIA request is granted in part and denied in part.

Your request for all proposals, contracts, and agreements between WMU and Interfolio and all bills and invoices is granted as to all non-exempt information. Some of the relevant documents are attached. However, we will need more time to collect and prepare additional documents. We will provide you with an estimate of charges for the search, review, and preparation of the additional information when the additional documents are ready for release.

Your request for privacy, use-of-data, and disclosure policies and agreements is granted. You may find that information on Interfolio's website at <https://www.interfolio.com/> and on WMU's Office of Institutional Equity Website at <http://wmich.edu/institutionalresearch/fars>.

Your request for drafts of all proposals, contracts, agreements, privacy, use-of-data, and disclosure policies and agreements is denied because the records you requested are exempt from disclosure under MCL §15.243(1)(m), which exempts communications and notes that are advisory and/or cover other than purely factual materials and were preliminary to a final agency determination of policy or action. The public interest in encouraging frank communications between the University and its vendors so that the University can properly protect itself and taxpayer's money by negotiating the best contract terms it can clearly outweighs the public interest in disclosure.

Your requests for "all correspondence between WMU employees and Interfolio and/or Faculty180" and "any and all other documents and materials involving Interfolio and/or Faculty180" are denied because they are not specific enough to allow the University to identify responsive, public, non-exempt records. *See* MCL § 15.233(1). You may resubmit this portion of the request with specific identification of timeframes, individuals, and/or positions of those whom you believe would have relevant information.

Western Michigan University  
1903 W. Michigan Ave., Kalamazoo, MI 49008-5423  
PHONE: (269) 387-1900 FAX: (269) 387-1904  
WEBSITE: [wmich.edu/legal/foia](http://wmich.edu/legal/foia)

CAMPUS SITE: Seibert Administration Building

That portion of your request that refers to a “continuing request” is also denied because the type of materials you are requesting does not fit the relevant criteria. Section 3 of MI FOIA (MCL § 15.233(1)) allows for a “subscription to future issuances of public records that are created, issued, or disseminated on a regular basis.” Because the University does not regularly create, issue, or disseminate documents related to its contract with Interfolio, there are no documents that fit that description. The law does not require that the University create a new public record for purposes of responding to FOIA requests. MCL §§ 15.233(5).

If you disagree with this denial, you may submit a written appeal to the University President, which must include the word “appeal” and identify the reason or reasons supporting reversal of the disclosure denial. You may also seek judicial review of the denial under MCL §15.240, a copy of which is enclosed which further explains your appeal rights.

Pursuant to MCL § 15.234(1), please provide payment of \$246.00 to cover the University’s expenses for researching and preparing this response, as set forth on the attached itemization form. Please send a check, payable to Western Michigan University, to Ms. Jessica Swartz, Freedom of Information Act Officer, 1903 W. Michigan Ave., Kalamazoo, MI 49008-5423. Failure to do so could jeopardize future requests.

You may find our FOIA procedures and guidelines at <http://www.wmich.edu/legal/foia/>.

Sincerely,



Jessica M. Swartz  
Freedom of Information Act Officer

cc: Nancy Mansberger, Ph.D., Director, Academic Labor Relations

Encl.  
No. 17-145

**FREEDOM OF INFORMATION ACT (EXCERPT)**  
**Act 442 of 1976**

**15.240 Options by requesting person; appeal; actions by public body; receipt of written appeal; judicial review; civil action; venue; de novo proceeding; burden of proof; private view of public record; contempt; assignment of action or appeal for hearing, trial, or argument; attorneys' fees, costs, and disbursements; assessment of award; damages.**

Sec. 10. (1) If a public body makes a final determination to deny all or a portion of a request, the requesting person may do 1 of the following at his or her option:

(a) Submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial.

(b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, the court of claims, to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny a request.

(2) Within 10 business days after receiving a written appeal pursuant to subsection (1)(a), the head of a public body shall do 1 of the following:

(a) Reverse the disclosure denial.

(b) Issue a written notice to the requesting person upholding the disclosure denial.

(c) Reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part.

(d) Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the head of the public body shall respond to the written appeal. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.

(3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a). If the head of the public body fails to respond to a written appeal pursuant to subsection (2), or if the head of the public body upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action under subsection (1)(b).

(4) In an action commenced under subsection (1)(b), a court that determines a public record is not exempt from disclosure shall order the public body to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located has venue over the action. The court shall determine the matter de novo and the burden is on the public body to sustain its denial. The court, on its own motion, may view the public record in controversy in private before reaching a decision. Failure to comply with an order of the court may be punished as contempt of court.

(5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.

(6) If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under this section, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

(7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the public body to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

**History:** 1976, Act 442, Eff. Apr. 13, 1977;—Am. 1978, Act 329, Imd. Eff. July 11, 1978;—Am. 1996, Act 553, Eff. Mar. 31, 1997;—Am. 2014, Act 563, Eff. July 1, 2015.

**Popular name:** Act 442

**Popular name:** FOIA

FOIA Fee Estimate Itemization Form

<i>Category of Costs/Description</i>	<i>Hourly Wage</i>	<i>Benefits Multiplier Used*</i>	<i>Hourly Wage with Benefits</i>	<i>Estimated Time (Hours)</i>	<i>Amount</i>
<b>4 (1) (a) Searching for, locating and examining responsive records</b>					
<ul style="list-style-type: none"> <li>Charged at hourly wage of lowest-paid employee capable of searching for, locating and examining the public record, regardless of whether that person is available or who performs the labor</li> <li>Estimated and charged in increments of 15 minutes or more, with all partial time increments rounded down</li> </ul>					
Paralegal, Senior	\$28.00	1.50	\$42.00	0.5	\$21.00
Procurement Specialist	\$25.00	1.50	\$37.50	0.5	\$18.75
					\$39.75
<b>4 (1) (b) Review directly associated with the separating and deleting of exempt from nonexempt information</b>					
<ul style="list-style-type: none"> <li>Charged at hourly wage of lowest-paid employee capable of separating and deleting exempt from nonexempt information, regardless of whether that person is available or who actually performs the labor</li> <li>If public body does not employ a person capable of separating exempt from nonexempt information, may treat contracted labor costs in the same manner as employee costs</li> <li>Contracted labor costs must clearly note the name of contracted person or firm on this itemization, and shall not exceed an amount equal to 6 times the state minimum hourly wage rate</li> <li>Labor costs under this subdivision estimated and charged in increments of 15 minutes or more, with all partial time increments rounded down</li> </ul>					
		1.50	\$1.50	0	\$0.00
Assistant General Counsel	\$50.00	1.50	\$75.00	2.75	\$206.25
					\$206.25
<b>4 (1) (c) Nonpaper physical media costs</b>					
<ul style="list-style-type: none"> <li>Actual and most reasonably economical cost of computer discs, computer tapes, or other digital or similar media</li> <li>Requestor may stipulate that records be provided on nonpaper physical media, electronically mailed, or otherwise electronically provided in lieu of paper copies</li> </ul>					



FOIA Fee Estimate Itemization Form

• Does not apply if public body lacks the technological capability necessary to provide records on the particular nonpaper physical media stipulated

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FOIA Fee Estimate Itemization Form

<p><b>4 (1) (d) Cost of paper copies (not including labor)</b></p> <ul style="list-style-type: none"> <li>• Calculated as total cost per sheet of paper, itemized to show cost per sheet and number of sheets provided</li> <li>• Shall not exceed 10 cents per sheet of paper for copies of public records made on 8-1/2- by 11-inch paper or 8-1/2- by 14 inch paper</li> <li>• Shall utilize most economical means available, including double-sided printing, if cost saving and available</li> </ul>				\$0.10	
				0	
					\$0.00
<p><b>4 (1) (e) Duplication or publication</b></p> <ul style="list-style-type: none"> <li>• Includes making paper copies, making digital copies, or transferring digital public records to be given to requestor on nonpaper media or electronically</li> <li>• Charged at hourly wage of lowest-paid employee capable of necessary duplication or publication, regardless of whether that person is available or who performs the labor</li> <li>• Estimated and charged in time increments of the university's choosing, with all partial time increments rounded down</li> </ul>					\$0.00
					\$0.00
					\$0.00
					\$0.00
<p><b>4 (1) (f) Cost of mailing</b></p> <ul style="list-style-type: none"> <li>• Actual cost of mailing, for sending records in a reasonably economical and justifiable manner</li> <li>• Shall not charge more for expedited shipping or insurance unless stipulated by requestor, may charge for least expensive form of postal delivery confirmation</li> </ul>			0		\$0.00
					\$0.00
	<b>ESTIMATE TOTAL</b>	<b>\$246.00</b>			
<p><i>*The university may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits if it clearly notes the percentage multiplier used. The university shall not charge more than the actual cost of fringe benefits, and overtime wages shall not be used in calculating the cost of fringe benefits. Overtime wages shall not be included in the calculation of labor costs unless overtime is specifically stipulated by the requestor and clearly noted in this detailed itemization.</i></p>					



# WESTERN MICHIGAN UNIVERSITY

## **Request for Proposal (RFP) For Digital PAR System**

**Response Due Date: Wednesday, January 18, 2017 by 2:00 PM EST**

*Confidentiality: The contents of this Request for Proposal (RFP) are considered Confidential Information. The company receiving this RFP shall not disclose to anyone, other than its employees directly connected with responding to this RFP, any information concerning this request or any information obtained in subsequent RFP-related communications. No information contained in this RFP shall be duplicated, used, or disclosed without the prior written consent of Western Michigan University.*

*Information in this RFP can only be distributed with written permission from Western Michigan University's Purchasing Department. Furthermore, no news releases, public announcements, or any other reference to this request may be made without prior written consent from Western Michigan University, which consent may be withheld for any reason solely at Western Michigan University's discretion.*



# WESTERN MICHIGAN UNIVERSITY

DATE: December 16, 2016

## **WESTERN MICHIGAN UNIVERSITY REQUEST FOR PROPOSAL**

Western Michigan University (WMU), an institution of higher learning, located in Kalamazoo, Michigan (USA) is seeking proposals for the implementation of Software-as-a-Service system to collect, manage and report all faculty professional activity data (PAR) that are complex and diverse in nature. The system must be highly customizable to reflect the unique needs of each college, yet allows information to be retrieved centrally. The goal is to provide a robust stable platform that utilizes innovative features to enable best practices to manage data, and provide customizable reports and other outputs.

### **GENERAL PROVISIONS AND INFORMATION:**

1. Western Michigan University is seeking a proposal for purchasing and implementing a web-based system to streamline the process for collecting, aggregating, and reporting all data on faculty activities. The goal of this RFP is to assess technologies, interfaces and features, working toward choosing a product and vendor that best meets the needs of WMU now and in the future. The awarded vendor will be expected to provide a list of successful implementations at research-focused educational institutions of similar size and complexity.
2. The selection process will include presentations as well as discussions with those vendors identified by the Selection Committee as finalists. A testing environment for “sandbox” usage is also required.
3. The University makes no guarantees or commitments for dollar expenditures with this contract.

### **TERMS & CONDITIONS:**

1. The Vendor is responsible for all associated costs incurred in responding to this “RFP”. No claims for any such expenses will be honored by Western Michigan University.

2. Tentative Schedule of Events: (all times are Eastern Time Zone)

RFP Release Date	December 16, 2016
Pre-Bid Conference Call (voluntary)	December 21, 2016; 11:00 am EST
Deadline for Questions	January 6, 2017; 5:00 pm
Release of Addendum (if applicable)	January 9, 2017; 4:00 pm
Proposal Due Date (sealed)	January 18, 2017; 2:00 pm
Presentations/Demos	February 1-10, 2017
Test Environment Use	February 15-April 20, 2017
Awarding of Contract (tentative)	May 1, 2017

3. Five (5) copies of a vendor proposal response must be in the office of the University Purchasing Department, 1903 West Michigan Ave., Kalamazoo, Michigan no later **than 2:00 p.m. EST on Wednesday, January 18, 2017.**

Proposals received after this deadline will not be considered. Proposals will not be opened in public session. All proposals will be available for review after the University's evaluation process has been completed, by making an appointment with the University Purchasing Department. Fax or e-mail proposals will not be accepted.

**Mailing Address:**

Jacqueline Michels  
Purchasing Office  
Western Michigan University  
1903 West Michigan Avenue  
Kalamazoo, Michigan 49008-5342

**Physical Address:**

Jacqueline Michels  
Purchasing Office  
Western Michigan University  
1201 Oliver Street  
Kalamazoo, Michigan 49008-5342

4. Bids shall be submitted in sealed envelopes identified on the face by the following:
- a. "WMU Digital PAR System Proposal"
  - b. Name and address of bidding Vendor
  - c. Date and Time of Bid Opening
  - d. Notation "BID ENCLOSED"
5. A bid is invalid if it has not been deposited at the designated location prior to the time and date for Receipt of Bids indicated in the Bid Documents, or prior to any extension thereof issued by Addendum to the Bidders. Bids received after the time and date for Receipt of Bids will remain unopened.
6. The Vendor shall assume full responsibility for timely delivery at the location designated for the Receipt of Bids. No Bids received after the time fixed for receiving Bids will be considered.
7. No responsibility shall attach to the University or authorized representatives for the premature opening of any proposal that is not properly addressed, delivered and/or identified.
8. Each proposal submittal must include at least one original and be signed by an authorized member of the bidder's company.
9. All responses/proposals become the property of Western Michigan University and shall remain valid for a period of six months from the date of submission.

10. Any omission in the proposal of any provision herein described shall not be construed to relieve the Vendor of any responsibility necessary to the complete and satisfactory delivery, operation and support of any and all services.
11. Before submitting a bid, each bidding vendor shall examine the specifications and all related Contract Documents. Each vendor shall gather complete information prior to bidding as to the existing conditions and limitations under which the Work is to be performed. By the submission of a bid, the vendor acknowledges that they have examined the documents and conditions as they exist. No allowance will be made to a bidding vendor because of a lack of such an examination or knowledge. The submission of a Bid will be considered as conclusive evidence that the Vendor has made such examination and agrees to the terms and conditions therein.
12. Negligence in preparation, improper preparation, errors in, and/or omissions from the Bid shall not relieve the Vendor from fulfillment of any and all applicable obligations and requirements of the Contract Documents.
13. Finalists may be required to make a presentation to the University's evaluation committee to clarify and explain their proposal in detail.
14. Respondents may be required to provide proof of financial stability.
15. Subcontracting must have prior written approval of the University Contract Administrator.
16. Western Michigan University reserves the right to reject any or all proposals received as a result of this RFP or to negotiate/enter into an agreement with any contractor it determines is in the best interest of Western Michigan University. Western Michigan University also reserves the right to request clarification and/or further information from one or more respondents after closing without becoming obligated to offer the same opportunity to all respondents. The University reserves the right to waive any informality or irregularity in any bid received.
17. The Vendor acknowledges the right of the University to reject any or all Bids and to waive any informality or irregularity in any Bid received.
18. A vendor may withdraw a bid, by written request from an authorized Vendor representative, at any time prior to the scheduled time for opening bids.
19. No bidding vendor may modify, withdraw or cancel a proposal or any part thereof for a period of thirty (30) calendar days after the date set for opening thereof, and bids shall be subject to acceptance by the University during this period.
20. After contract award, either party may cancel this agreement by giving the other party sixty (60) days written notice. The University may cancel this contract at any time, with or without prior written notice, if provider fails to meet the terms, conditions or service levels specified in this proposal.
21. The pricing submitted by the Vendor will remain firm for one year from date of contract award and the Vendor so agrees by submitting a proposal.

22. Questions that arise as a result of this proposal shall be submitted in writing to:

Jacqueline Michels  
Western Michigan University  
Purchasing Department  
1201 Oliver Street  
Kalamazoo, MI 49008-5342

**E-mail: [Jacqueline.michels@wmich.edu](mailto:Jacqueline.michels@wmich.edu)**

**QUESTION DEADLINE IS Friday, January 6, 2017 at 5:00 pm EST.**

Should it become necessary to revise any part of the RFP, notice of the revision will be given in the form of an addendum to all prospective bidders on record as having acknowledged receipt of bidding documents. All addenda shall become a part of the RFP. Acknowledgment of all addenda should be indicated in the complete RFP response. Do not contact other evaluation team members or other members of the University Community regarding this contract offering during the proposal period.

Western Michigan University will not respond to requests received after this date. These regulations are intended to protect the integrity of the project and to provide equitable treatment of all vendors.

23. Proposals will be evaluated by a committee based on the following criteria (not listed in order of priority):

- a. Experience/Qualifications/References
- b. Features
- c. Cost
- d. Timeliness of Project Implementation
- e. Product customization
- f. RFP evaluation
- g. Compatibility with existing University computer/data systems
- h. Possible interview

24. Western Michigan University reserves the right to use other providers / agencies on an as needed basis should primary contract holder(s) be unable to provide necessary services.

25. No part of vendor's proposal can be guaranteed proprietary or confidential. As required by law submittals could become public information.

26. Vendors and Vendor's employees agree to abide by University rules and regulations.

27. **Oral, telephonic, or electronic bids/responses/proposals** are invalid and will not receive consideration.

28. No telephonic or electronic modifications of a bid will be considered.

29. All Bids must be signed as follows:

- a. Corporations: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the signing to bind the corporation.
- b. Partnerships: Signature of one partner shall be accompanied by a certified copy of the Power of Attorney authorizing the individual signing to bind all partners. If a

certified copy of the partnership's certificate submitted with the bid indicates that all partners have signed, no authorization is required.

- c. Bids submitted by Joint Ventures shall be signed by one of the Joint Ventures and shall be accompanied by a certified copy of the Power of Attorney authorizing the individual signing to bind all the Joint Ventures. If a certified copy of the Joint Venture's certificate submitted with the bid indicates that all Joint Ventures have signed, no authorization is required.
  - d. Individual signing on own behalf: No authorization is required.
  - e. Individual signing on behalf of another: Power of Attorney or comparable evidence of authority shall accompany bid.
30. The University is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in bid prices. Federal excise tax exemption certificates will be furnished if requested.
31. Respondents are expected to review, and if appropriate sign the enclosed Certificate of Compliance with EEOC/Affirmative Action form and return it with their proposal response.

#### **SPECIFICATIONS:**

**A. Current Environment** – Western Michigan University collects information regarding faculty professional accomplishments, recognition and service via submitted documents each year in October. Pursuant to Article 42.12.2 of the Western/WMU-AAUP Agreement, the annual Faculty Professional Activities Report (PAR) can be submitted either by completing the WORD template, attaching it to an email, and sending it to the department chair or director; OR faculty members can also submit their PAR using a template that has been created in iWebfolio. The traditional PAR template is available at <https://wmich.edu/academic-labor-relations/activities>, but some deans have elected to revise the PAR template to better align with their strategic plan or accreditation requirements. Therefore, effective Fall 2014, PAR forms should be accessed through the faculty member's college.

**B. Background Information** – Western Michigan University is a national research university enrolling nearly 25,000 students from across the United States and more than 100 countries. Founded in 1903, it is a learner-centered, discovery-driven, and globally engaged public university that stands out among America's more than 5,000 higher education institutions.

WMU's campuses encompass 1,289 acres and 167 buildings (including utility structures), and feature some of the finest facilities in the Midwest.

WMU features nine colleges and seven regional locations. The main campus is located in Kalamazoo, Michigan just west of the downtown area and is home to most of the WMU's academic programs, campus services, residence halls, and other facilities.



WMU's system would need to incorporate the following needs and goals:

- Provide a single system as the central repository for all faculty professional activities data
- Integrate data that the University is currently collecting through existing systems (Banner, PeopleSoft)
- Allow of ease of reporting through existing templates, as well as customizable reporting options, for both internal use and submission for accreditation requirements
- Provide options for including a full range of accomplishments, including “non-standard”, creative activities

**C. Project Goals** – The Selection Team has identified the following goals for this RFP:

1. **FUNCTIONAL:** Locate and internally modify a data collection, management, and reporting system to streamline the personnel review process such as annual faculty activity report, promotion and tenure decisions, and more. The product needs to have three components / functions:
  - Data Collection –The system will support front-end interfacing (faculty will enter data pertinent to their activities) and back-end integration (certain data to automatically be uploaded to it).
  - Data Management –The product will allow the University to establish business processes to ensure the security, accuracy, and completeness of the data entered.
  - Reporting – The system will generate reports to support a variety of reporting needs and timelines. Ability to create a variety of customized reports. Enhance business processes through innovative features and implementation of vendor-recommended best practices.
2. **TECHNICAL:** Implement a single vendor-supplied software system that encompasses all aspects of data entry processes developed on current technology. Provide a stable and comprehensive base architecture that can be expanded through vendor-supplied modules and custom in-house development using application programming interfaces. Provide a user provisioning and authentication interface that is compatible with the University's Identity Management System as described in the Software as a Service (SAAS) questionnaire.
3. **SECURE:** Insure that all data is secure. Specific data is accessed only by approved personnel/owners and not all users. Allow for read-only access of a portion of the records to provide information to others outside of the University.
4. **ACCESSIBLE:** Provide an easy-to-use online portal for faculty, preferably with single, log-on access via existing University Central Authentication Service (CAS) and user web portal. Identify “super” users of the system, as well as department/college/area experts, for different levels of training, while noting personnel who are area resources for other academic faculty and staff users.

## **REQUIRED SUBMITTALS and POINT-BY-POINT RESPONSES:**

Please provide submittals AND point-by-point responses to the following requests and questions. **If the item is a statement, please acknowledge that the proposed system fulfills this requirement. If the item is a question requesting specific information, please respond as completely as possible.** Use the numbering system below, and indicate responses to each question/issue in **BOLD TYPE**.

### **1 GENERAL REQUIREMENTS**

#### **1.1 General**

- 1.1.1 The system should be intuitive and easy to navigate, providing an organized, user-friendly interface.
- 1.1.2 Provide an online user manual containing step-by-step instructions which is updated with each new version.
- 1.1.3 Vendor finalists will be required to provide WMU with a 60-day, onsite, live trial for configuration and systems integration testing prior to the agreement to purchase.
- 1.1.4 A permanent test environment is included as part of the system.

Provide information regarding how the software is licensed for use and the cost rate (i.e. named users, concurrent users, static user count, FTE-based, fixed price etc.)

Provide information regarding add-ons or optional modules that may not be included in the base software license and the associated costs.

- 1.1.5 Provide examples of new recently released features and modules, the current version and date of its release, and the next projected major release date.
  - 1.1.5.1 -How often is the system updated? When do these updates occur (e.g. overnight)?
    - Describe the process used by a customer to request new features or changes to the system.
  - 1.1.5.2 -How often are updates communicated that address debugging issues as opposed to addressing new modules or components in the system?
    - 1.1.5.2.1 -How often has the system required debugging? Provide historical information for the last five years.
      - How are system issues and downtime communicated to the customer?
  - 1.1.5.3 -How consistent is the user interface? Will the user interface change **DRASTICALLY** with upgrades planned in the near future?

#### **1.2 Corporate and System Structure**

- 1.2.1 The system has been implemented university-wide by three or more Doctoral Universities (as defined by Carnegie Classification 2015) in the United States.

- 1.2.1.1 -Please include a corporate overview of the company, detailing size and organizational structure. Provide information related to the number of years in operation as well as number of years operated under current ownership.
- 1.2.1.2 -Has the system been in production for three years or more?
- 1.2.1.3 -Provide a minimum of three references, preferably from institutions similar to Western Michigan University.
- 1.2.2 The system has been implemented by at least one university with a Fine Arts College.
- 1.2.2.1 -How has the system accommodated the unique and complex contributions of faculty activities at other universities?

### **1.3 General Access**

- 1.3.1 Is the system web-based?
- 1.3.2 Does the system support a variety of web browsers, including (but not limited to) Google Chrome, Safari, Firefox, and Internet Explorer?
- 1.3.3 The system should maintain a central file repository. Identify the location that the system will be using for this repository.
- 1.3.4 Describe how this system/solution delivers a high-degree of:
  - 1.3.4.1 -Availability
  - 1.3.4.2 -Reliability
  - 1.3.4.3 -Search functionality (at what level and to what degree can the data be searched)
  - 1.3.4.4 -Performance
  - 1.3.4.5 -Number of concurrent users supported
  - 1.3.4.6 -Response time

Elaborate on how this has been handled with other users of the vendor's system.

### **1.4 Technical Support**

- 1.4.1 Explain vendor's service center capabilities, including hours of operation, locations and staffing levels.
- 1.4.2 Describe how the vendor will provide support within 24 hours (e.g. phone, email, remote access, etc.).
- 1.4.3 Provide tiered technical support plans, escalation procedures, and pricing (e.g. M – F 8-5, 24/7, etc.).
- 1.4.4 What support will IT staff have when developing custom solutions?
- 1.4.5 Will WMU have the ability to request high priority support for system down issues and immediate support during business hours (EST)?
  - 1.4.5.1 -Will WMU have the ability to request high priority support for system down issues during prime data-entry dates (surrounding the deadline for data entry by users)?

## **1.5 Structure**

- 1.5.1 System must have the ability to customize PAR data entry and forms by college.
  - 1.5.1.1 -Explain how the system can be structured so that tabs or pages that are specific to a single college could be hidden so users are not “wading through” unnecessary pages of inputs.
- 1.5.2 Address concerns of faculty users regarding the entering of unique information, data and activities only once without duplication of effort (i.e. once initially entered, the data is available in multiple locations within the system).
  - 1.5.2.1 -Elaborate on how the system allows copy/paste or other features to allow information to be easily transferred from one year’s record to another (e.g. ongoing projects, research or writing).

## **2 ACCESS REQUIREMENTS**

### **2.1 Interfaces with Existing Systems**

- 2.1.1 System supports GOWMU Portal single sign-on (CAS or Shibboleth)
- 2.1.2 How will the system authenticate users from the University Identity Management System (BroncoNetID)?
- 2.1.3 All interfaces must use a secure connection or transfer (SFTP).
- 2.1.4 Describe the available interface options for importing data to the system.
  - 2.1.4.1 -Provide information on any pre-built modules that automate the functionality required in interfacing with Ellucian Banner, Oracle PeopleSoft and other WMU utilized systems.
- 2.1.5 Import and export functions provide transaction-specific error checking and produce easy to interpret success and error messages.

### **2.2 Administration**

- 2.2.1 The system will allow the generation of security roles.
- 2.2.2 How can the control of access can be defined by the University, to allow for flexibility and differentiation between colleges and departments?
  - 2.2.2.1 -Explain how user-entered information is accessed and by whom. What is the process for granting access to data? Who can add or delete data into a user’s record? What are the options available for access? List and/or explain.
- 2.2.3 Self-entered user data should be controlled by the user only. How does the system address this issue?

## **3 DATA INTEGRATION**

- 3.1.1 System supports certain data to be automatically (on-demand or on a scheduled basis) uploaded (e.g., data from Banner, People Soft, XML,etc.).

- 3.1.2 Elaborate on how the system can be designed to support the data collection of all items in the current PAR template (see sample template included as part of the additional documents).
- 3.1.3 Identify the system's capability to enter/upload historical PAR data and outline the process that would be utilized.
- 3.1.4 How does the system support the upload of information and items from a variety of formats (e.g. course syllabus, PowerPoint/Excel/Word, mp4, gif, mov, web or hyperlinks)? Please list the available formats.
  - 3.1.4.1 -Does the system support copy/past functions from past, existing documents, to reduce repetition/redundancy in data entry?
- 3.1.5 Ability to harvest citation data from multiple indices. Please list known data sources and indices that the system currently may access, and any additional sources that are projected to be included in the next one to three years.
- 3.1.6 Data may be exported in various file formats. Please list file formats to which data may be exported that allow for filtering, sorting, and compiling data. Specify any further considerations associated with any one particular format.
- 3.1.7 Explain how the system allows for selectively exporting or publishing data from system to faculty profile webpages to highlight faculty achievements.

#### **4 TECHNICAL SPECIFICATIONS**

- 4.1.1 Describe the level of sophistication within the system to address the following scenarios requiring specific differentiation:
  - 4.1.1.1 -Recording of co-teaching (course co-taught by two or more faculty)
  - 4.1.1.2 -Recording of cost-share for faculty with grants (differentiate the dollar amount awarded by an external organization vs. the cost shared by the University)
  - 4.1.1.3 -Joint appointments of faculty (faculty affiliated with more than one department)
  - 4.1.1.4 -Cross-listed courses (courses offered by more than one department)
  - 4.1.1.5 -Recording of co-authoring (publication authored by more than one faculty)
- 4.1.2 Expand on the system's ability to pre-load and/or for faculty to input workload data by category (teaching, research, and service) to arrive at a total effort of 100%.
- 4.1.3 How does the system address differentiated levels of completion for works in progress (e.g. statuses would include: in-progress, accepted, submitted, published)?
- 4.1.4 Elaborate on the system's capacity to account for academic appointments that are greater than 1.0 FTE (e.g. faculty on summer instructional appointments, faculty having a fiscal year rather than an academic year appointment, teaching overloads).

#### **5 REPORTING FEATURES**

- 5.1.1 Standardized reports should include automatically generated reports for a wide variety of customary outputs (e.g. faculty annual review, HLC/AACSB/ABET accreditation,

HEADs data collection for Fine Art, faculty CV, faculty bio-sketch for NSF grant application).

- 5.1.1.1 -Include a list of the system's standard report options. Include a list of available accreditation forms or formats accommodated by the system.
- 5.1.1.2 -Templates for these reports should be formatted with the professional "look and feel" associated with its purpose. Include a representative set of examples of the system's printed reports.
- 5.1.2 Ease of use: users should be able to easily search, choose and further refine or utilize standard reports with the "click of a button".
- 5.1.3 Provide a list of services available for report template development available through the vendor.
- 5.1.4 Describe the methods available to WMU users to create specialized, ad-hoc reports.

## **6 WORKFLOW AND ADMINISTRATION CONDITIONS**

- 6.1.1 Explain how the system can be configured to allow faculty users to enter information anytime up until a specified due date.
  - 6.1.1.1 - Does system allows admin users to freeze the data of the year after the PAR due date? Elaborate.
- 6.1.2 Does the system include options for submitting annual PAR through the appropriate reporting structure (e.g. review or verification process by faculty or unit head)? Is this process automated? How is this process configured and who determines its configuration? Define the level of customization that is available to support this process.
- 6.1.3 Does the system allows admin users to unfreeze the data for individual (as opposed to all) faculty if there is an error? Elaborate.
- 6.1.4 Provide details on how the system can track usage, based on access events, inputs or other levels of data entry.
- 6.1.5 Does the system have the ability to create the workflow to support tenure and promotion? Elaborate.
- 6.1.6 Does the system have the ability to create the workflow to support grants and contracts? Elaborate.

## **7 CUSTOM DEVELOPMENT**

- 7.1.1 Describe the methods available to WMU OIT staff to extend the functionality of the system through in-house development.
- 7.1.2 Explain the process to ensure custom development will work when new versions of the system are released.
- 7.1.3 Provide a list of services and rates for custom development available through the vendor. Include examples of custom development that the vendor has provided for other institutions.

## **8 IMPLEMENTATION SERVICES**

- 8.1.1 Describe the project management and implementation process that will be used to migrate and merge WMU business processes to the new system. The process should include the major steps that are required to be completed by WMU and the vendor and an estimated timeline.
- 8.1.2 Identify the steps of installation and customization that involve knowledge sharing with appropriate WMU information technology staff.

## **9 TRAINING**

- 9.1.1 Detail the training necessary to properly install, customize, and utilize this product. Include the duration of the training, as well as any specialty groups/subgroups and the target audience for each.
- 9.1.2 Where will training occur and will it be built into the cost of the product?
- 9.1.3 Is webinar based training available?
- 9.1.4 Are training materials and documentation available that we can use in-house to train faculty and staff? Will there be an extra cost for this; if so, what is the cost?
- 9.1.5 Based on vendor experience with implementations at comparable higher education institutions, what are the on-going staffing requirements in full-time equivalents and skill level? Will WMU need to select/identify specific users for supporting roles to other users (e.g. super users, experts, etc.)?
- 9.1.6 Can WMU “brand” documentation?

## **10 SYSTEM AND HARDWARE REQUIREMENTS**

- 10.1.1 Describe the recommended hardware and software configuration to properly run the system for a university of WMU's size and complexity. Include the number of servers, server roles, processors, memory; hard drive space and any other relevant attributes that ensure the system runs as designed.
- 10.1.2 Describe the architecture of the system, including database, application, web servers, etc. A system architecture diagram is preferred.
- 10.1.3 Specify which server roles are supported in a virtualized environment.
- 10.1.4 What operating systems are supported (including version numbers)?
- 10.1.5 Identify a formula for determining potential database size and growth rate. Provide an estimate for the WMU implementation.
- 10.1.6 Include a list of all software and hardware required to run the system that is not included by the vendor.

## **11 COMPLIANCE WITH APPLICABLE STANDARDS, POLICIES, REGULATIONS, AND LAWS**

- 11.1.1 How can we guarantee ADA/Section 508 compliance requirements are followed?
  - 11.1.1.1 -Is the online application 508/ADA compliant by simply configuring the application through the administration console or will staff be required to verify 508/ADA compliance after each configuration change?
- 11.1.2 How does the system protect confidential data and session activity both within the application and in transit?
- 11.1.3 How does the system ensure the highest degree of privacy (e.g. with respect to FERPA)?
- 11.1.4 Please complete, sign and submit a copy of the WMU Affirmative Action statement as part of your proposal submission (included as part of the additional documents).

## **12 THIRD PARTY TOOLS**

- 12.1.1 Identify third party tools that are fully integrated within this system.
- 12.1.2 Identify any cost savings available by integrating those tools as a part of this proposal.

## **13 SAAS SECURITY ASSESSMENT QUESTIONNAIRE**

- 9.1.1 Complete the attached Security Assessment Questionnaire for Hosting Service Provider.

## **14 PRICING QUOTATION**

Based on your recommendations for system and hardware requirements as well as implementation services, please provide a quotation identifying the following items as a part of the quotation: licensing (indicate if perpetual or term), term requirements, product services provided under the agreement, identify all plug-in components included in the quotation, license requirements for automatic upgrades to new releases, vendor's payment requirements, license cancellation clauses including related penalties, and a copy of the license agreement.

**Please provide pricing in US dollars for each line item, as well as a package/system total. If the item is not offered or part of the system, please note this item as N/A. If the space available is insufficient, please expand as needed and attach additional pages or information as necessary.**



Pricing Quotation	
Licensing (indicate type-perpetual or term)	
License term	
Maintenance contract term	
Maintenance contract rate (as a percentage of the contracted rate)	
Products and services provided under the agreement	
Identify all components included in the quotation including any third party components	
License requirements for automatic upgrades to new releases	
Payment requirements / Billing terms	
License cancellation clause including penalties	

Copy of the license agreement and maintenance contract if a separate document	
Licensing quotation	
Maintenance quotation	
Implementation quotation	
Training quotation	
Tiered technical support plans pricing	
MISC. (other components or features available to accompany this system)	
<b>GRAND TOTAL</b>	

## 15 AGREEMENT

Please provide copies of any contracts/agreements that the University will be required to sign in order to purchase products or services from your company.



# WESTERN MICHIGAN UNIVERSITY

## SUBMISSIONS AND SIGNATURES

As an authorized representative of my firm, I have examined the specifications and terms and conditions included herein and agree, provided I am awarded a contract or purchase order, to provide the products and services as specified in accordance with the terms stated herein. WMU General Conditions and terms are non-negotiable and deletion, amendment, or addition to these terms will not be considered.

Date \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

Print Name \_\_\_\_\_

Authorized Signature for Firm \_\_\_\_\_

Witness Signature \_\_\_\_\_

## SUBMISSIONS TO RFP

**Please initial that these items are included in the submitted proposal documents.**

Acknowledgement of Addenda (as applicable): #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_

Submissions and Point-by-Point Response included: \_\_\_\_\_

Pricing Quotation: \_\_\_\_\_ SaaS Security Assessment Questionnaire: \_\_\_\_\_

## CONTACT INFORMATION

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Representative: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

January 9, 2017

From: Jacqueline Michels, Procurement Specialist  
Western Michigan University  
1903 W. Michigan Ave.  
Kalamazoo, MI 49008

ADDENDUM # 1 TO BID for:

DIGITAL PAR SYSTEM (Institutional Research)

SEALED BIDS DUE Wednesday, January 18, 2017 BY 2:00 PM

PLEASE NOTE THE FOLLOWING ANSWERS TO QUESTIONS SUBMITTED AFTER THE RELEASE OF THE RFP:

Q1. Can you identify the number of users based on the following categories?

*A: The question requested the numbers associated with the following categories, to identify the number of users. The figures are fluid and change slightly by term. As of this date, the numbers are:*

<i>Number of Colleges</i>	<i>9</i>
<i>Number of Academic Departments</i>	<i>59</i>
<i>Number of Full time faculty</i>	<i>946</i>
<i>Number of Part time faculty</i>	<i>494</i>

Q2. Are there just 3 vendors competing per the pre-bid conference call?

*A: Yes, the call was mandatory, so there are three vendors currently bidding.*

Q3. Will demonstrations be in person or via the web?

*A: Vendors are strongly encouraged to provide an in-person demonstration. However, the evaluation committee will accept online demonstrations, should an extreme weather condition interrupt an originally scheduled in-person demo. Demonstrations are currently scheduled for February 1, 3, and 6, 2017. If you have a preference for one date over another, please note these preferences in your RFP response submission. The team is hopeful that the vendors can accommodate the three scheduled dates since it is extremely hard to re-schedule the whole committee at short notice, but we are willing to accommodate when necessary. Firms will not be included or excluded based on demonstrations of one type or another.*

Q4. Is the Homer Stryker School of Medicine to be included in all pricing and services?

*A: No, the Medical School is a separate entity. Their faculty and staff will not be included in this system.*

Q5. RE: 1.1.3 - Can there be clarification for what is meant by '60-day, onsite, live trial for configuration and systems integration testing prior to the agreement to purchase'?

*A: The committee would like a testable product to use, manipulate, and spend time with prior to making a final decision. Without any actual use of a potential product, the concern is that the committee might choose a product that appears to satisfy our needs on paper, but not be a system that "works" for them. As well, the IT team would prefer access to a working trial for the same reason. Each group wants to test a system to see how it really works in a user's hands. The 60-day time frame allows not just committee members to "take the system for a test drive" within their busy teaching/administrating schedules, but to also show it to other members of their representative groups to gain input and consensus. This will go a long way in illustrating to us how the system would work after it goes live.*

Q6. RE: 1.4.3 - Would an overview of our customer support process satisfy what this point is asking for?

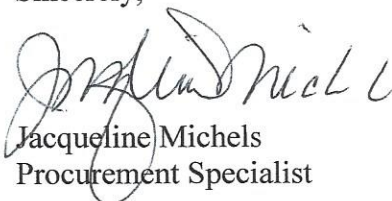
*A. An overview is acceptable if it covers the steps and escalation process used by your firm to handle customer service issues. However, the RFP asks for additional information in this bullet point: technical support plans, escalation procedures, and pricing. Therefore, your response should include the steps and escalation process, as well as any details regarding how those steps fit into your overall support plan, and if there are any pricing considerations for different levels of escalation or customer support from the firm.*

Q7. RE: 1.4.4 - Can more clarification be provided for what is meant by 'custom solutions'? Is this referring to or include integrations, or other types of projects?

*A. The RFP bullet point asks: What support will IT staff have when developing custom solutions? WMU wants to know the kind of support offered for a possible range of solutions that might be custom to WMU. This may include integration issues or hurdles (e.g. importing data from Banner and PeopleSoft, establishing protocols for importing faculty publication data) as well as support for other projects, which could range from developing a sign-on procedure to creating a custom solution to solve a new issue found internally at WMU without a solution within the purchased system.*

THIS ADDENDUM NOW BECOMES PART OF THE BIDDING DOCUMENTS.

Sincerely,

  
Jacqueline Michels  
Procurement Specialist

January 9, 2017

From: Jacqueline Michels, Procurement Specialist  
Western Michigan University  
1903 W. Michigan Ave.  
Kalamazoo, MI 49008

ADDENDUM # 2 TO BID for:

DIGITAL PAR SYSTEM (Institutional Research)

SEALED BIDS DUE Wednesday, January 18, 2017 BY 2:00 PM


PLEASE NOTE THE FOLLOWING QUESTIONS ARE NEW QUESTIONS FROM WESTERN MICHIGAN UNIVERSITY AND REQUIRE ANSWERS FROM VENDORS. THESE RESPONSES SHOULD BE SUBMITTED AS PART OF THE RFP:

Q1. What will it take to configure a “sandbox” environment for the testing trial period? What kind of data will you need from WMU? What kind of access would you like to have to our data and/or files? What is the timeline on this – how soon after demonstrations will you need information from WMU? How soon after demonstrations can WMU have access to this trial environment?

Q2. Is it possible to see a WMU specific sandbox environment as part of the demonstration? If so, how would that change the timeline noted in the answer to Q.1 above?

THIS ADDENDUM NOW BECOMES PART OF THE BIDDING DOCUMENTS.

Sincerely,



Jacqueline Michels  
Procurement Specialist



# WESTERN MICHIGAN UNIVERSITY



Freedom of Information Act Officer

December 1, 2017

Ms. Lisa C. Minnick  
President, WMU American Association of University Professors

Via email only (staff @wmuapp.net)

Re: Your Freedom of Information Act (FOIA) email request of November 13, 2017

Dear Ms. Minnick:

We are writing in follow up to our correspondence to you dated November 22, 2017. We have compiled more documents which are responsive to your request. Enclosed are the contract and agreements between WMU and Interfolio, as well as relevant bills and invoices.

Please note that we are awaiting the receipt of your payment in the amount of \$246.00, which was described in our correspondence to you dated November 22, 2017. Failure to pay amounts owing could jeopardize any future requests. See MCL 15.234(11). Please send a check, payable to Western Michigan University, to Ms. Jessica Swartz, Freedom of Information Act Officer, 1903 W. Michigan Ave., Kalamazoo, MI 49008-5423.

You may find our FOIA procedures and guidelines at  
<http://www.wmich.edu/legal/foia/>.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Swartz".

Jessica M. Swartz  
Freedom of Information Act Officer

cc: Nancy Mansberger, Ph.D., Director, Academic Labor Relations

Encl.  
No. 17-145

Western Michigan University  
1903 W. Michigan Ave., Kalamazoo, MI 49008-5423  
PHONE: (269) 387-1900 FAX: (269) 387-1904  
WEBSITE: [wmich.edu/legal/foia](http://wmich.edu/legal/foia)

CAMPUS SITE: Seibert Administration Building

# VENDOR CONTRACT

## Western Michigan University

Purchasing Department  
 1903 W Michigan Ave  
 Kalamazoo MI 49008-5342  
 USA  
 Phone: 269-387-8800  
 Fax: 269-387-8824

Dispatch via Print

<b>Contract ID</b> 000000000000000000000000008327		Page 1 of 2	
<b>Contract Dates</b> 04/19/2017 to		<b>Rate Type</b> CRRNT	<b>Rate Date</b> PO Date
<b>Description:</b> 624353InstResearch116200704353		<b>Contract Maximum</b> 229,650.00	
<b>Buyer</b> Jacqueline Michels dunihan		<b>Currency</b> USD	
<b>Payment Terms</b> IMM			

Interfolio Inc  
 1400 K Street NW 11th Floor  
 Washington DC 20005

Tax Exempt? Y    Tax Exempt ID: 38-6007327    Vendor ID: 0000240395

Line #	Item Desc	Qty	UOM	Base Amt	Extended Amt
1	Access to the FACULTY 180 software application, which includes all current modules: Faculty Activity Reporting, Evaluation Review Workflow and Business Intelligence Dashboards.	1	EA	██████████	██████████

Per vendor response to RFP, specifications, and terms & conditions in RFP.

2	Standard Implementation package: Includes needs assessment, initial setup, and user training. price includes 1 day of onsite training.	1	EA	██████████	██████████
3	Faculty 180 software - Year 2	1	EA	██████████	██████████
4	Faculty 180 software - Year 3	1	EA	██████████	██████████

Per the attached Interfolio order form.

Term: The term begins upon execution of this Order For. ("Effective Date") and extends for three consecutive one-year periods.

All invoices must reference this contract number.

Invoices payable with a payable voucher

*4-19-17 E Vendor / dept copy*

**Authorized Signature**

**Purchasing Agent - Thomas Ramsdell**



# VENDOR CONTRACT

## Western Michigan University

Purchasing Department  
1903 W Michigan Ave  
Kalamazoo MI 49008-5342  
USA  
Phone: 269-387-8800  
Fax: 269-387-8824

Dispatch via Print

<b>Contract ID</b> 0000000000000000000008327	<b>Page</b> 2 of 2	
<b>Contract Dates</b> 04/19/2017 to	<b>Rate Type</b> CRRNT	<b>Rate Date</b> PO Date
<b>Description:</b> 624353InstResearch116200704353	<b>Contract Maximum</b> 229,650.00	
<b>Buyer</b> Jacqueline Michels dunithan	<b>Currency</b> USD	
<b>Payment Terms</b> IMM		

Interfolio Inc  
1400 K Street NW 11th Floor  
Washington DC 20005

Tax Exempt? Y Tax Exempt ID: 38-6007327 Vendor ID: 0000240395

Line #	Item Desc	Qty	UOM	Base Amt	Extended Amt
--------	-----------	-----	-----	----------	--------------

Send invoices to:  
Fen Yu  
Institutional Research  
Western Michigan University  
1903 W Michigan Ave  
Kalamazoo MI 49008-5253

Authorized Signature

Purchasing Agent - Thomas Ramsdell



**INTERFOLIO, INC.**  
 1400 K STREET NW  
 SUITE 1100  
 WASHINGTON, DC 20005  
 P: 877.773.6546 F: 202.706.7372

01/18/2017

**INTERFOLIO**

Jonathan Brickman  
 Vice President, Sales Strategy  
 1400 K Street NW, Suite 1100  
 Washington, DCY 20005  
 240-670-5323  
 Jonathan.brickman@interfolio.com

**CUSTOMER**

Jacqueline Michels  
 Purchasing Office  
 Western Michigan University  
 1903 West Michigan Avenue  
 Kalamazoo, MI, 49008-5342  
 Jacqueline.Michels@wmich.edu

Thank you for considering Interfolio for your faculty activity, reporting, and evaluation needs. The pricing in this Order Form is void if not executed by Customer by **06/15/2017**. Capitalized terms used but not defined on this Order Form shall have the meaning given such terms in the Agreement. The stated pricing is based on usage across all colleges and departments at Western Michigan University (main campus, graduate college, and remote campuses), and includes all full and part time faculty members.

PRODUCTS & SERVICES	DESCRIPTION		YEAR 1	YEAR 2	YEAR 3
<b>FACULTY180</b>	Access to the FACULTY180 software application, which includes all current modules: Faculty Activity Reporting, Evaluation Review Workflow, and Business Intelligence Dashboards.	List Price	██████	██████	██████
<b>Standard Implementation</b>	Standard implementation package that includes needs assessment, initial setup, and user training. Price includes 1 day of onsite training. (*Additional fees may apply to implementation work beyond the standard scope of work.)	List Price	██████	N/A	N/A
		Net Price	<b>\$106,450</b>	<b>\$60,400</b>	<b>\$62,800</b>
			<b>FIRST YEAR TOTAL: \$106,450</b>		

**Term:**

- The term begins upon execution of this Order Form ("**Effective Date**") and extends for three consecutive one-year periods.
- This agreement will continue to apply as long as the Term under the Order Form remains in effect, unless earlier terminated by either Customer or Interfolio as set forth herein (the "Term").

**The Service Includes:**

- A designated client success manager.
- Customer support for your faculty and staff.
- Unlimited Users (main campus and remote campus locations).
- Standard implementation includes 1 day of onsite training. Additional days onsite are at the rate of \$500/person + travel expenses.

**Notes:**

- The first invoice will be sent upon full execution of this agreement. Subsequent invoices will be sent on the first day of the following term years.
- The license granted herein provides access for faculty members within Customer's (or "Western Michigan University's") main campus, including the Graduate College and Extended University Programs (regional campus locations). Remote campuses (out of state), specialty schools (such as medical and law), international campuses, and continuing education units are not included in this license and may require additional fees for access.

Interfolio ByCommittee is provided as a software-as-a-service. The parties signing below hereby enter into this Order Form as of the date of the later signature below ("**Effective Date**"). This Order Form is governed by the terms available in the attached [Interfolio License and Services Agreement](#). By signing below, you are acknowledging that you have been given the opportunity to review and agree to such terms, which are hereby incorporated herein by reference.

INTERFOLIO, INC.

Andrew Rosen  
BY: Andrew Rosen (Apr 19, 2017)

Authorized Signing Authority/ Date

Andrew Rosen

CEO

Printed Name/Title

WESTERN MICHIGAN UNIVERSITY  
BOARD OF TRUSTEES

BY: Patti VanWalbeck

Authorized Signing Authority/ Date

Patti VanWalbeck

Printed Name/Title

Assistant Treasurer

PO REQUIRED

Yes  
 No

PO #: \_\_\_\_\_

# WESTERN MICHIGAN UNIVERSITY



HD  
 6-08-17  
 AW  
 RECEIVED  
 JUN 07 2017  
 Accounts Payable

0000000 1790 \$ [REDACTED]  
**VOUCHER**

<b>* VOUCHER NUMBER</b>	11	6200700	4353
	FUND	DEPARTMENT	ACCOUNT

FOR ACCOUNTING USE ONLY



\*Vendor: This is the PO number to reference on your invoice. Invoices without a PO number will be returned for more information.  
 Example: ## - ##### 0 - #####

TAX EXEMPT: 38-6007327

INVOICE TO:  
 WESTERN MICHIGAN UNIVERSITY  
 ACCOUNTS PAYABLE  
 KALAMAZOO, MI 49008-5208  
 (269) 387-4253

Authorized Signature AVP + CIO  
 Title

06/06/2017  
 Date  
 Interfolio, Inc.  
 Payee/Vendor Name  
 1400 K Street NW, 11th Floor  
 Remit Address  
 Washington, DC 20005  
 Remit Address  
 Remit Address

Authorized Signature Title  
 Office of the Provost / VPAA  
 Department Placing the Order  
 Cathy Smith  
 Person Placing the Order  
 269-387-2380  
 Phone Number  
 1903 W. Michigan Avenue 5204  
 Ship to Address Mail Stop #  
 Kalamazoo, MI 49008  
 Ship to Address

Defer this?

INVOICE, ACCOUNT OR WIN#	INVOICE DATE	QTY	DESCRIPTION	AMOUNT
3007	4/30/17		Faculty180 Software (Access Term 4/19/17-4/18/18)	[REDACTED]
			Standard Implementation Package	[REDACTED]

\* Make a copy for the department prior to sending the original to Accounts Payable

**TOTAL** 106,450.00

University Employee No  
 Payments will be mailed or processed via ACH/direct deposit. Pick-ups are by special request only.

Stock Number 8327C  
 (Internal use only)



11 6200700 4353

**Interfolio, Inc.**

1400 K Street NW, 11th Floor  
Washington, DC 20005  
(202) 503-1309  
accounting@interfolio.com  
http://www.interfolio.com



# INVOICE

**BILL TO**

Western Michigan University  
1903 West Michigan Avenue  
Kalamazoo, MI 49008

**INVOICE #** 3007

**DATE** 04/30/2017

**TERMS** Due on receipt

**P.O. NUMBER**

8327

**SALES REP**

Jon Brickman

**ACTIVITY**

**QTY**

**RATE**

**AMOUNT**

**Faculty180**

1

██████████

██████████

Faculty180

Access Term: 04/19/2017 - 04/18/2018

**Faculty180**

1

██████████

██████████

Standard Implementation

**Remit payment to:**

Interfolio Inc.  
1400 K Street NW, 11th Floor  
Washington, DC 20005

**BALANCE DUE**

**\$106,450.00**



**INTERFOLIO, INC.**  
 1400 K STREET NW  
 SUITE 1100  
 WASHINGTON, DC 20005  
 P: 877.773.6546 F: 202.706.7372

01/18/2017

**INTERFOLIO**

Jonathan Brickman  
 Vice President, Sales Strategy  
 1400 K Street NW, Suite 1100  
 Washington, DC 20005  
 240-670-5323  
 Jonathan.brickman@interfolio.com

**CUSTOMER**

Jacqueline Michels  
 Purchasing Office  
 Western Michigan University  
 1903 West Michigan Avenue  
 Kalamazoo, MI, 49008-5342  
 Jacqueline.Michels@wmich.edu

Thank you for considering interfolio for your faculty activity, reporting, and evaluation needs. The pricing in this Order Form is void if not executed by Customer by **06/15/2017**. Capitalized terms used but not defined on this Order Form shall have the meaning given such terms in the Agreement. The stated pricing is based on usage across all colleges and departments at Western Michigan University (main campus, graduate college, and remote campuses), and includes all full and part time faculty members.

PRODUCTS & SERVICES	DESCRIPTION		YEAR 1	YEAR 2	YEAR 3
<b>FACULTY180</b>	Access to the FACULTY180 software application, which includes all current modules: Faculty Activity Reporting, Evaluation Review Workflow, and Business Intelligence Dashboards.	List Price	██████	██████	██████
<b>Standard Implementation</b>	Standard implementation package that includes needs assessment, initial setup, and user training. Price includes 1 day of onsite training. (*Additional fees may apply to implementation work beyond the standard scope of work.)	List Price	██████	N/A	N/A
		Net Price	<b>\$106,450</b>	<b>\$60,400</b>	<b>\$62,800</b>
			<b>FIRST YEAR TOTAL: \$106,450</b>		

**Term:**

- The term begins upon execution of this Order Form ("**Effective Date**") and extends for three consecutive one-year periods.
- This agreement will continue to apply as long as the Term under the Order Form remains in effect, unless earlier terminated by either Customer or Interfolio as set forth herein (the "Term").

**The Service Includes:**

- A designated client success manager.
- Customer support for your faculty and staff.
- Unlimited Users (main campus and remote campus locations).
- Standard implementation includes 1 day of onsite training. Additional days onsite are at the rate of \$500/person + travel expenses.

**Notes:**

- The first invoice will be sent upon full execution of this agreement. Subsequent invoices will be sent on the first day of the following term years.
- The license granted herein provides access for faculty members within Customer's (or "Western Michigan University's") main campus, including the Graduate College and Extended University Programs (regional campus locations). Remote campuses (out of state), specialty schools (such as medical and law), international campuses, and continuing education units are not included in this license and may require additional fees for access.

Interfolio ByCommittee is provided as a software-as-a-service. The parties signing below hereby enter into this Order Form as of the date of the later signature below ("**Effective Date**"). This Order Form is governed by the terms available in the attached *Interfolio License and Services Agreement*. By signing below, you are acknowledging that you have been given the opportunity to review and agree to such terms, which are hereby incorporated herein by reference.

INTERFOLIO, INC.

Andrew Rosen  
BY: Andrew Rosen (Apr 19, 2017)

Authorized Signing Authority/ Date

Andrew Rosen

CEO

Printed Name/Title

WESTERN MICHIGAN UNIVERSITY  
BOARD OF TRUSTEES

BY: Patti VanWalbeek  
Authorized Signing Authority/ Date

Patti VanWalbeek

Printed Name/Title

Assistant Treasurer

PO REQUIRED

- Yes
- No

PQ #: \_\_\_\_\_



## **INTERFOLIO LICENSE AND SERVICES AGREEMENT**

The terms set forth below apply to the Order Form attached hereto and to any subsequently mutually executed Order Form and/or statement of work between the Customer identified on the Order Form attached hereto (the "Customer") and Interfolio, Inc. ("Interfolio"). The terms below, which describe and set forth the general legal terms governing the relationship ("Agreement"), and one (1) or more Order Forms and/or statements of work describing and setting forth detail about that relationship that are governed by the Agreement, including certain features and functionality of Interfolio's software-as-a-service offerings and certain limitations on its software-as-a-service offerings, in each case specified in the applicable Order Form (the "Service") constitute the agreement governing the use of the Service (together with the service level specifications located at <http://www.interfolio.com/sla/> and any other exhibits that may be incorporated herein or under any Order Form, collectively, the "Agreement").

### **1. USE OF SERVICE.**

- 1.1. **Authorization to Use the Service.** Subject to the terms and conditions of the Agreement, Interfolio shall, on behalf of Customer, make available to Users (Customer's employees, consultants and representatives acting on behalf of Customer who are authorized to utilize the Service or who are provided with access to the Service by virtue of a password or the equivalent thereof) access to the applicable Service. In using the Service, Customer shall, and shall permit Users to: (a) access the features and functions of the Service ordered under an Order Form (the form evidencing the initial or any renewal subscription for the Service specifying the Service and other service contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties) solely for Customer's internal business purposes during the Term (The Initial or Renewal period during which Users are permitted to access the service pursuant to the terms of this Agreement); and (b) view, download, reproduce, and print Applicant Content made available to Customer through the Service solely for Customer's internal business purposes during the Term. An Applicant is a student, employee, job applicant or faculty member who manages his or her academic and professional credentials for their own benefit through Interfolio. Applicant Content is any content provided directly or indirectly to Interfolio by Candidate. The availability of the Service shall be governed by the service levels provided at <http://www.interfolio.com/sla/>.
- 1.2. **Limitations on Use of the Service.** Customer agrees that Customer will not: (a) permit any third party to access and/or use the Service, other than the Users authorized pursuant to an Order Form; (b) rent, lease, loan, or sell access to the Service to any third party; (c) interfere with, disrupt, alter, translate, or modify the Service or any part thereof, or create an undue burden on the Service or the networks or services connected to the Service, including any external websites that are linked to via the Service; (d) reverse engineer, decompile, disassemble or otherwise attempt to obtain or perceive the source code from which any software component of the Service is compiled or interpreted, and Customer acknowledges that nothing



in this Agreement will be construed to grant Customer any right to obtain or use such code; (e) access the Service in order to build or create a derivative, competitive or similar product or service or copy any idea, layout, design, feature, function or graphic of the Service; or (f) introduce software or automated agents or scripts to the Service so as to produce multiple accounts, generate automated searches, requests and queries, or to strip or mine data from the Service.

- 1.3. **Service Community Standards.** In addition, Customer agrees not to use, or encourage or permit others to use, the Service to (a) stalk and/or harass another; (b) harm minors in any way; (c) impersonate any person or entity, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity; (d) forge headers or otherwise manipulate identifiers to disguise the origin of any Content (information, data, images, photos, video, sound, notes, works of authorship, articles, or other materials) posted on or transmitted through the Service; (e) use the Service or Content in a manner intended to mislead a third party into believing that the communications or other interactions with Customer or Users are instead with Interfolio or any third party other than Users; (f) engage in any chain letters contests, junk email, pyramid schemes, spamming, surveys or other duplicative or unsolicited messages (commercial or otherwise); (g) access or use the Service in any manner that could damage, disable, overburden or impair any Interfolio server or the networks connected to any Interfolio server; (h) harvest, collect, gather or assemble information or data regarding other users without their consent; or (i) market any goods or services for any business purposes (including advertising and making offers to buy or sell goods or services), unless specifically allowed to do so by Interfolio. Customer shall undertake reasonable efforts to ensure all Users comply with Customer's privacy policies and terms of use, which shall be no less stringent than industry standards for like institutions.
- 1.4. **Username and Passwords.** Customer will provide to Interfolio information and other assistance as necessary to enable Interfolio to establish usernames for Users, and Customer will verify all User requests for account passwords. Customer will ensure that each username and password issued to a User will be used only by that User. Customer is responsible for maintaining the confidentiality of all Users' usernames and passwords, and is solely responsible for all activities that occur under these usernames. Customer agrees (a) not to allow a third party to use Customer's account, usernames or passwords at any time; and (b) to notify Interfolio promptly of any actual or suspected unauthorized use of Customer's account, usernames or passwords, or any other breach or suspected breach of the Agreement. Interfolio reserves the right to terminate any username and password, which Interfolio reasonably determines may have been used by an unauthorized third party or for an unlawful purpose. Any act or omission by Users which, if undertaken by Customer, would constitute a breach of the Agreement, will be deemed a breach of this Agreement by Customer.
- 1.5. **Ownership.** Nothing in this Agreement is intended to convey any ownership in or license to any of the Intellectual Property Rights (any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world) in the Service or any of the Interfolio's other proprietary

technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, technologies, designs and other tangible or intangible technical material or information made available to Customer by Interfolio in providing the Service (the "Interfolio Technology"). If Customer or Users provide to Interfolio any comments or suggestions, whether written or oral, regarding potential improvements to the Service (all such comments and suggestions, collectively, "Feedback"), Interfolio reserves the right to use such Feedback in its discretion and Customer hereby grants Interfolio a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into the Service and Interfolio's other products and services.

- 1.6. Professional Services. Interfolio may, in its sole discretion, offer Professional Services including but not limited to, implementation, set-up, integration, training, custom development or other professional services made available to Customer by Interfolio pursuant to a statement of work executed by both of the parties or as may be provided on an Order Form for initial professional services associated with implementing the Service. Except for Professional Services described in the initial Order Form (if any), until the Customer has ordered such Professional Services pursuant to a statement of work, Interfolio will have no obligation to provide Professional Services to Customer. In the event any Professional Services include the creation of any Improvement to the Service, all Intellectual Property Rights in and to such Improvement shall be owned by Interfolio.

## 2. PAYMENT.

- 2.1. Charges. Customer shall pay all fees or charges set forth on Customer's Order Form. Access fee payments must be made annually in advance unless otherwise set forth therein, with the initial payment due upon execution of the Order Form. All other payments under this Order Form are due within fifteen (15) days of the date of the invoice sent by Interfolio. Except as expressly provided otherwise herein, all payment obligations are non-cancelable and all amounts paid are nonrefundable.
- 2.2. Billing and Renewal. Any amounts not paid when due shall bear interest at the maximum legal rate. Interfolio may withhold performance and discontinue all services until all amounts due are paid in full. Interfolio's fees are exclusive of all taxes, levies or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United States taxes based solely on Interfolio's income.

## 3. CUSTOMER CONTENT.

- 3.1. Customer Content License. Customer may elect to upload or import into the Service, or have Interfolio import, Customer Content defined as any Content provided, imported or uploaded to the Service by Customer or Users, excluding any Applicant Content that Users may upload to the Service. Customer grants Interfolio a non-exclusive, worldwide, royalty-free and fully paid license to: (a) use, reformat, display, modify and create derivative works of the Customer Content as necessary, solely for purposes of providing the Service; and (b) use Customer's trademarks, service marks, and logos that Customer elects to use to brand its use of the Service solely as required to provide the Service. All rights in and to the Customer Content not expressly granted to Interfolio in this Agreement are reserved by Customer. As between the Parties, Customer retains all right, title and interest in and to the Customer Content, and Interfolio acknowledges that it neither owns nor acquires any additional rights in and to the

Customer Content not expressly granted by this Agreement. Interfolio further acknowledges that Customer retains the right to use the Customer Content for any purpose in Customer's sole discretion.

- 3.2. Content. Customer represents and warrants that any Customer Content shall not (a) infringe any copyright, trademark or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (d) contain any viruses, worms or other malicious computer programming codes able to damage the Service, any Content, or other data of the Service; or (e) otherwise violate the rights of a third party. Customer shall be responsible for and assumes the risk, responsibility and expense of: (a) any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of all such Customer Content; and (b) acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Users to connect to, access, and use the Service. Customer agrees that any use of the Service contrary to or in violation of Customer's representations and warranties in this section constitutes improper and unauthorized use of the Service. Customer agrees that Interfolio may (but has no obligation to), in Interfolio's sole discretion, remove or modify any Customer Content which it deems to violate Customer's representations and warranties in this section.
- 3.3. Access to Customer Content on Termination. In the event Customer's access to the Service is terminated (other than by reason of Customer's breach), Interfolio will continue to make available to Customer a file of the Customer Content for thirty (30) days after such termination. Customer agrees and acknowledges that Interfolio has no obligation to retain the Customer Content, and may delete such Customer Content, at any time on or after the thirty-first (31<sup>st</sup>) day following termination. Interfolio reserves the right to withhold, remove and/or discard Customer Content, without notice, for any breach of this Agreement, including Customer's non-payment or violation of any applicable law. Upon termination for cause, Customer's right to access or use Customer Content (and the Service) shall immediately cease, and Interfolio will have no obligation to maintain or provide any Customer Content.

#### 4. CONFIDENTIALITY.

- 4.1. Confidentiality. Each party agrees to: (a) use the Confidential Information (defined as non- public material or information relating to a party which it discloses or makes available to the other party under the Agreement that such disclosing Party treats as proprietary or confidential) of the other party only for the purposes described herein; and (b) restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement. The foregoing provision will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without restriction.



- 4.2. Exceptions. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given written notice to the other Party so as to allow it to obtain a protective order at its own time and expense; or (2) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

## 5. DATA OWNERSHIP AND USAGE.

- 5.1. Applicant Content means any Content provided, directly or indirectly, to Interfolio by Candidates, including, but not limited to, writing samples, transcripts, cover letters and letters of recommendations. Customer acknowledges and agrees that each individual Applicant retains its Intellectual Property Rights to Applicant Content and Customer's use thereof (including the reproduction and distribution of Applicant Content) is limited to the purpose for which it was submitted to Customer.
- 5.2. Aggregate Data. Interfolio reserves the right to collect, compile, synthesize, and analyze information and data on how the Service is used by Customer and its Users and reserves the right to disclose to and share such information and data with third parties in an anonymous and aggregated form at its discretion ("Aggregate Data"). In no event will any such Aggregate Data personally identify Customer, any Users or any Candidate. To the extent that any Aggregate Data is collected by Interfolio, it will be solely owned by Interfolio and may be used by Interfolio for any lawful purpose, provided that Interfolio agrees to comply with applicable privacy and other laws and regulations respecting the dissemination and use of such Aggregate Data.
- 5.3. Analytics. As part of the Service, Interfolio may provide Customer with access to certain analytics and benchmarking data, including Aggregate Data and derivative works thereof, and other standard and/or customized reports prepared by Interfolio for Customer (all such reports, analytics, data, content and information, "Analytics"). As between Customer and Interfolio, Interfolio retains all right, title and interest in and to the Analytics, including all Intellectual Property Rights therein. To the extent Interfolio provides Customer with access to any Analytics, Interfolio hereby grants Customer a limited, non-exclusive, non-transferable license, subject to the terms and conditions of this Agreement, to use and reproduce the Analytics solely for Customer's internal business use and for no other purpose. Customer acknowledges that the Analytics are the Confidential Information of Interfolio (and thus subject to the obligations in Section 5) and contain valuable trade secrets and other intellectual property of Interfolio and its licensors. Customer agrees that it will not, (a) reproduce (except as expressly permitted herein), modify, translate, or create any derivative work of all or any portion of the Analytics; (b) sell, rent, lease, distribute, sublicense, , assign, transfer,; (c) make the Analytics available for access by anyone over a network or use the Analytics on a service bureau or time sharing basis; or (d) use the Analytics in any way to create products or services similar to or competitive with the Service. The foregoing restrictions in this Section 5.3 will not limit how Customer can use the Customer Content to the extent it is not included in the Analytics. Customer will immediately notify Interfolio in the event of any loss or disclosure of any Analytics.

## **6. LIMITED WARRANTY AND DISCLAIMER.**

- 6.1. **Limited Warranty.** Interfolio warrants that it will provide the Service and any Professional Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will materially conform to Interfolio's then current Documentation (specifications, technical materials and user manuals provided by Interfolio) for the Service under normal use and circumstances. If Customer notifies Interfolio of a breach of warranty, Interfolio will either re-perform the nonconforming service or prepare an Improvement to the Service so that it does materially conform to the then-current Documentation. The foregoing constitutes Customer's sole and exclusive remedy for any breach of warranty.
- 6.2. **Performance.** Interfolio will comply with all applicable laws, ordinances, and regulations applicable to Interfolio in providing the Service, including applicable provisions of Family Educational Rights and Privacy Act.
- 6.3. **Disclaimer.** THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS MADE FOR CUSTOMER'S BENEFIT ONLY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL PROFESSIONAL SERVICES ARE PROVIDED "AS IS," AND INTERFOLIO MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICE (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY INTERFOLIO. INTERFOLIO DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE.
- 6.4. **Internet Delays.** The service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Interfolio is not responsible for any delays, delivery failures or other damages resulting from such problems or any other force majeure event.

## **7. MUTUAL LIMITATION OF LIABILITY.**

- 7.1. **Damages.** TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, AND WITH THE EXCEPTION OF CUSTOMER'S BREACH OF SECTION 1.2, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS, BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, USE OR GOODWILL, PERSONAL OR PROPERTY DAMAGE RESULTING FROM OR IN CONNECTION WITH THE OTHER PARTY'S PERFORMANCE HEREUNDER OR THE USE, MISUSE, OR INABILITY TO USE THE SERVICE OR OTHER PRODUCTS OR SERVICES HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL INTERFOLIO BE LIABLE FOR PROCUREMENT COSTS OF

SUBSTITUTE PRODUCTS OR SERVICES. THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO INTERFOLIO UNDER THE ORDER FORM GIVING RISE TO SUCH LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THE AGREEMENT WILL NOT INCREASE EITHER PARTY'S LIABILITY. IN NO EVENT SHALL INTERFOLIO'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

- 7.2. **Basis of the Bargain.** The parties agree that the limitations of liability set forth in this section shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and this Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.
- 7.3. **Additional Rights.** Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Customer.

## 8. INDEMNIFICATION.

- 8.1. **By Interfolio.** Interfolio will defend at its expense any suit brought against Customer, and will pay any settlement Interfolio makes or approves, with notice to and consent of Customer (such consent shall not be unreasonably withheld), or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging: (a) that Customer's use of the Service in accordance with this Agreement and the Documentation misappropriates any trade secret recognized under the Uniform Trade Secrets Act or infringes any United States copyright; or (b) Interfolio's breach of the warranty in Section 6.2. If any portion of the Service becomes, or in Interfolio's opinion is likely to become, the subject of a claim of infringement, Interfolio may, at Interfolio's option: (i) procure for Customer the right to continue using the Service; (ii) replace the Service with non-infringing services which do not materially impair the functionality of the Service; (iii) modify the Service so that it becomes non-infringing; or (iv) terminate the Service and refund any fees actually prepaid by Customer to Interfolio for the remainder of the Access Term then in effect, and upon such termination, Customer will immediately cease all use of the Service. Notwithstanding the foregoing, Interfolio shall have no obligation under this section or otherwise with respect to any infringement claim based upon (w) any use of the Service not in accordance with this Agreement or the Documentation; (x) Interfolio's conformance to Customer's specifications; and (y) any use of the Service in combination with other products, equipment, software or Content not supplied by Interfolio. This subsection states Customer's sole and exclusive remedy for infringement claims and actions.
- 8.2. **Procedure.** To the maximum extent permitted by law, Interfolio's obligations as set forth above are expressly conditioned upon each of the following: (a) Customer shall promptly notify Interfolio in writing of any threatened or actual claim or suit; (b) Interfolio shall have control of the defense or settlement of any claim or suit except that Customer must be notified of and approve of any settlement. Such approval will not be unreasonably withheld.; and (c) Customer shall cooperate with Interfolio to facilitate the settlement or defense of any claim or suit. Customer may participate in such defense at its own expense.

## 9. TERMINATION.

- 9.1. Term. This Agreement will continue to apply as long as the Initial or Renewal Term under an Order Form remains in effect, unless earlier terminated by either Customer or Interfolio as set forth herein (the "Term"). Unless otherwise set forth in an Order Form, the Term set forth in any Order Form will automatically renew at Interfolio's then current pricing for successive one year periods unless otherwise indicated on an Order Form.
- 9.2. Termination for Breach. Either party may terminate this Agreement immediately upon written notice in the event that the other party materially breaches the Agreement and thereafter:
  - (a) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (b) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating party) within thirty (30) days after receiving written notice thereof.
- 9.3. Termination by Interfolio. Interfolio may at any time terminate this Agreement with Customer if: (a) Interfolio is required to do so by law (for example, where the provision of the Service to Customer is, or becomes, unlawful); (b) the provision of the Service to Customer by Interfolio is, in Interfolio's opinion, no longer commercially viable; or (c) Interfolio has elected to discontinue the Service (or any part thereof). In such case, Interfolio will provide Customer 30 days' notice if possible and a pro-rated reimbursement.
- 9.4. Suspension of Service. If Customer fails to pay undisputed amounts in accordance with this Agreement or, if and as necessary to protect the Applicant Content or Customer Content in the event of a threat to the security of the Service, Interfolio will have the right, in addition to any of its other rights or remedies, to immediately suspend the provision of the Service to Customer without liability to Customer until such amounts are paid in full or such breach is cured (in Interfolio's sole discretion), as applicable. In addition, Customer acknowledges that Interfolio reserves the right to remove Applicant Content from the Service without liability to Customer without prior notice to Customer if Interfolio reasonably believes such removal is necessary to comply with applicable laws.
- 9.5. Effect of Termination. Upon termination of this Agreement, Interfolio may: (a) remove access to all offerings within the Service; (b) delete Users' password and all related information; and (c) bar further use of the Service. Upon expiration or termination, Customer shall promptly discontinue use of the Service. However, the sections titled Use of Service, Payment, Customer Content License, Content Loss, Limited Warranty and Disclaimer, Limitation of Liability, Indemnification, Termination and Miscellaneous will survive any termination of the Agreement.

## 10. MISCELLANEOUS.

- 10.1. Governing Law and Venue. Unless otherwise required by law, this Agreement and any action related thereto will be governed and interpreted by and under the laws of the US state in which Customer is primarily headquartered, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Service hereunder.



- 10.2. **Publicity.** You hereby grant to Interfolio for the sole purpose of fulfilling our obligations hereunder, the limited right to publish your name, logo and/or other marks as part of Customer's customized branding of the Service, and also to reference Customer as a user of the Service. We agree to discontinue such use upon Customer's written request.
- 10.3. **Export.** Customer agrees not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from Interfolio, or any products utilizing such data, in violation of the United States export laws or regulations.
- 10.4. **Local Laws.** Interfolio and its suppliers make no representation that the Service is appropriate or available for use in locations other than the United States. If Customer use the Service from outside the United States, Customer are solely responsible for compliance with all applicable laws, including export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited.
- 10.5. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, Customer agrees that the section titled Limitation of Liability will remain in effect notwithstanding the unenforceability of any provision in the section titled Limited Warranty and Disclaimer.
- 10.6. **Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 10.7. **Remedies.** The parties acknowledge that any actual or threatened breach of the section titled Use of Service may constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive. The foregoing remedies are mutually exclusive.
- 10.8. **No Assignment.** Neither party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.
- 10.9. **Force Majeure.** Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.



- 10.10. Independent Contractors. Customer's relationship to Interfolio is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Interfolio.
- 10.11. Notices. The communications between Customer and Interfolio relating to the Service may use electronic means. Customer (a) consents to receive communications from Interfolio in an electronic form, whether via email or posting on the Service or other reasonable means; and (b) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that Interfolio provides to Customer electronically satisfy any legal requirement that such communications would satisfy if they were in a print-on-paper writing. Customer is responsible for updating Customer's data to provide Interfolio with Customer's most current email address. In the event that the last email address Customer have provided to Interfolio is not valid, or for any reason is not capable of delivering to Customer any notices required by this Agreement, Interfolio's dispatch of the email containing such notice will nonetheless constitute effective notice of the changes described on the notice. Any notice provided to Interfolio pursuant to this Agreement should be sent to Interfolio, Inc., 1400 K Street NW, 11<sup>th</sup> Floor, Washington, DC 20005, Attn: Christine Frazier and via email to Tess Frazier at [tess.frazier@interfolio.com](mailto:tess.frazier@interfolio.com).
- 10.12. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof.

# Western Michigan University Interfolio Agreement 2017






Adobe Sign Document History

04/19/2017



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By:	Interfolio Accounting (accounting@interfolio.com)
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-  Signed document emailed to Jonathan Brickman (jonathan.brickman@interfolio.com), jacqueline.michels@wmich.edu, Andrew Rosen (andrew.rosen@interfolio.com) and Interfolio Accounting (accounting@interfolio.com)  
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## EXHIBIT A SERVICE LEVEL ADDENDUM

**1. DEFINITIONS.** Certain capitalized terms, not otherwise defined in this Exhibit A, will have the meanings set forth in the Agreement. The following capitalized terms will have the definitions set forth below:

**1.1 “Availability”** will mean, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the total time during such month, and thereafter dividing the difference so obtained by the total time during such month. Represented algebraically, Availability for any particular calendar month is determined as follows:

$$\text{Availability} = \frac{\text{(Total Monthly Time -- Unscheduled Downtime)}}{\text{Total Monthly Time}}$$

**1.2 “Scheduled Downtime”** will mean the total amount of time during any calendar month, measured in minutes, during which Customer is not able to access the Service, according to the Documentation, due to planned system maintenance performed by Interfolio. Interfolio will exercise reasonable efforts to perform scheduled system maintenance between the hours of 1:00 AM and 3:00 AM Eastern Standard Time. Interfolio may change planned maintenance windows at its sole discretion and will notify Customer of any such changes that affect previously notified plans, provided such maintenance is done during low-volume times.

**1.3 “Total Monthly Time”** is deemed to include all minutes in the relevant calendar month, to the extent such minutes are included within the Access Term.

**1.4 “Unscheduled Downtime”** will mean the total amount of time during any calendar month, measured in minutes, during which Customer is not able to access the features and functions of the Service according to the Documentation, other than Scheduled Downtime, as defined above.

**2. PERFORMANCE.** Interfolio will undertake commercially reasonable measures to ensure that Availability equals or exceeds ninety-nine percent and one half percent (99.5%) during each calendar month (the “**Service Standard**”), provided that any Unscheduled Downtime occurring as a result of circumstances beyond Interfolio’s reasonable control including (i) Customer’s breach of any provision of the Agreement; (ii) non-compliance by Customer with any provision of this Exhibit A; (iii) incompatibility of Customer’s equipment or software with the Service; (iv) poor or inadequate performance of Customer’s systems; (v) Customer’s equipment failures; (vi) acts or omissions of Interfolio’s suppliers; or (vii) force majeure (as contemplated in the Agreement), shall not be considered toward any reduction in Availability measurements. Customer may report Unscheduled Downtime by calling 877-77-FOLIO (877-773-6546) or (202) 503-1311 or by email at [help@interfolio.com](mailto:help@interfolio.com) during Interfolio’s normal business hours (9 am to 5 pm EST). Interfolio will exercise commercially reasonable efforts to respond to reports of Unscheduled Downtime by telephone or email acknowledgement within one (1) business day of each such report.

**3. MEASUREMENT AND REPORTS.** Interfolio will provide for monitoring of Availability on an ongoing basis. All measurements of Availability will be calculated on a monthly basis for each calendar month during the Access Term. In the event Unscheduled Downtime occurs, Interfolio will provide a report setting forth measurements thereof and a calculation of Availability within a reasonable time thereafter. If Customer disagrees with any measurement or other information set forth in any such report, it must so inform Interfolio in writing within five (5) calendar days after receipt thereof, provided that the

accuracy of any such report shall be deemed conclusive unless such notice is provided by Customer. Any such notice must indicate specific measurements in dispute and must include a detailed description of the nature of the dispute. Interfolio and Customer agree to attempt to settle any such disputes regarding Availability and/or related measurements in a timely manner by mutual good faith discussions.

**4. CUSTOMER REQUIREMENTS.** Customer is responsible for maintenance and management of its computer network(s), servers, software, and any equipment or services needed to access the Service; and (ii) correctly configuring Customer's systems in accordance with the Documentation. Customer must promptly notify Interfolio in the event Unscheduled Downtime occurs. Unscheduled Downtime will be deemed to begin when Interfolio receives accurate notification thereof from Customer, or when Interfolio first becomes aware of such Unscheduled Downtime, whichever first occurs. The obligations of Interfolio set forth in this Exhibit A will be excused to the extent any failures to meet such obligations result in whole or in part from Customer's failure(s) to meet the foregoing requirements.

**5. REMEDIES.** In the event Unscheduled Downtime occurs, Interfolio will undertake commercially reasonable efforts to remedy such Unscheduled Downtime within a commercially reasonable timeframe. Customer's sole and exclusive remedy, and Interfolio's sole and exclusive liability, for Interfolio's breach of this Exhibit A will be the following credits:

<b><u>Length of Unavailability</u></b>	<b><u>Service Credit</u></b>
1 to 4 hours of continuous Unscheduled Downtime	1 day of fees credited (i.e., 1/30 monthly fees)
4 to 48 hours of continuous Unscheduled Downtime	2 days of fees credited (i.e., 1/15* monthly fees)
48 to 96 hours of continuous Unscheduled Downtime	5 days of fees credited (i.e., 1/6* monthly fees)

\* Each block of 96 hours of continuous Unscheduled Downtime thereafter shall be credited 5 days of service fees.

\* All Service Credits shall be applied to the next month's fees.

*Interfolio Service Level Terms 2017*