

**WICHITA STATE UNIVERSITY
REQUEST FOR PROPOSAL (RFP)**

RFP Number: B0001875

RFP Issuance Date: Monday, June 9th, 2025

RFP Pre-Proposal Zoom Meeting: Monday, June 17th, 2025 at 2:00PM CST ([Zoom Meeting](#))
(Meeting ID: 967 7717 6520 Password: 761448)

RFP Question Deadline: Wednesday, June, 25th, 2025 @ 5:00PM CST

RFP Closing Date: Wednesday, July 9th, 2025 @ 2:15PM CST ([Public Reading](#) Zoom Call)
(Meeting ID: 958 6810 9972 Password: 306060)

Procurement Officer: Robby Murray
316-978-5828
purchasing.office@wichita.edu
Wichita State University
Office of Purchasing
1845 Fairmount, Campus Box 38
Wichita, KS 67260-0038

Item / Service: **Leave Accommodation Administration – Software**

Agency: **Wichita State University (“WSU”)**

Agency Location: 1845 Fairmount, Campus Box
Wichita, KS 67260-0038

Period of Contract: To Be Negotiated

Guarantee: No Monetary Guarantee Required

RFP Scope:

Wichita State University (WSU) is exploring the feasibility of using a third-party Cloud Based Leave and Accommodation Administration Software solution that will interface with our current ERP, Ellucian’s Banner, specifically, the Human Resource, Payroll, and time collection modules. Today, leave and accommodation administration is a manual process, with no integration to the Human Resource system of record. WSU is therefore issuing this Request for Proposal (“RFP”) and is seeking proposals (“Proposals”) from qualified companies (“Bidders”).

The RFP process will include a review of the written responses and selected software demonstrations of the product and its functionality. It is requested that the vendor be able to provide, as part of the demonstration, the opportunity for the Evaluation and Review Committee to engage in “hands on” exploration of the product to assess its functionality, intuitiveness, and understand the user experience. This is a critical step for successful adoption. In addition, a separate technical discussion will take place with WSU’s Information Technology Services team to assess adherence to accessibility standards, infrastructure, and other important technical aspects of the product. Bidders shall provide additional technical information on request.

Procurement Type: Negotiated Procurement (See Section 2.1)

READ THIS RFP CAREFULLY AND CHECK FOR UPDATES

This RFP (Number B0001875) was posted to WSU Office of Purchasing Internet website and may be downloaded at Page.

It shall be the Bidder's responsibility to monitor this website on a regular basis for any changes or addenda.

Please view the file posted on WSU Bid Solicitations Page:

https://www.wichita.edu/services/purchasing/Bid_Documents/BidDocuments.php, **Boilerplate of Request for Quotation: Terms and Conditions/Bidding Instructions** for a sample of WSU's standard terms and conditions to a Request for Quotation. Such terms and conditions are subject to change depending on the size, nature, and requirements of each project.

SECTION I
UNIVERSITY OVERVIEW AND CONDITIONS TO BID

1.1. Basic Requirements. Bidders must be a registered business in good standing and authorized to do business in the State of Kansas. Bidders must provide a certificate of good standing on request. Failure to provide proof of registration and/or a certificate of good standing may result in delay or disqualification. **Appendix A 1.1. Basic Requirements Verification Checklist.**

1.2. Bid Specifications. Bidder must be able to meet all bid specifications set forth in this RFP as well as the minimum qualification and performance specifications set forth in **Attachment 5: Minimum Qualifications and Performance Specifications**.

1.3. Bid Proposal. Bidder's Proposal must include fully completed RFP attachments, except that Bidder may complete **Attachment 8: Bidder Signature Sheet** by referencing separately attached documents or information.

1.4. Proposal Reference Number: The RFP Number identified on the first page of this RFP (the "RFP Cover Page") has been assigned to this RFP and MUST be shown on all correspondence or other documents associated with this RFP, including any Proposal, and MUST be referred to in all verbal communications. Any communication or submission that does not reference the RFP Number may be rejected or not considered by WSU, in WSU's sole discretion.

1.5. Communication with WSU During RFP Process: All inquiries, written or verbal, shall be directed only to the Procurement Officer at the contact information identified on the RFP Cover Page. No communication is to be had with any other WSU employee regarding this RFP except: (1) in the course of RFP negotiations; (2) during RFP site inspections or visits; (3) at the time of negotiation and signing of any contractual documents resulting from the Proposal; and (4) as otherwise specified in this RFP. Violations of this provision by Bidder or WSU personnel may result in the rejection of the Proposal.

1.6. Exceptions: By submission of a Proposal, Bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal that must be marked as: "Exceptions". **If the Bidder will not or cannot comply with any of the terms and conditions contained within this RFP, it will be the Bidder's responsibility to make specific mention of conflicting terms in a separate section of the Proposal as set forth above; otherwise, the terms and conditions of this document will prevail.**

1.7. No Bid Revisions: No additional revisions to Proposals shall be made after the Closing Date unless requested by WSU.

1.8. Cost of Preparing Proposal: The cost of developing and submitting the Proposal is entirely the responsibility of the Bidder. This includes costs incurred by Bidder to determine the nature of the engagement, Bidder's preparation and submission of their Proposal, the negotiation of the resulting Contract and/or terms and conditions, and other costs associated with this RFP or post-award efforts to enter into a Contract.

1.9. Contract Formation: No contract shall be considered to have been entered into by WSU until all statutorily required signatures and certifications have been rendered, funds for the contract have been encumbered, and a Contract is deemed formed or executed as set forth in Section 3.3 (Award) of this RFP.

1.10. Proposals Open to the Public:

1.9.1. Proposals as WSU Property: All Proposals become the property of WSU upon submission. With few exceptions, the Kansas Open Records Act (K.S.A. 45-215, *et seq.*) requires all information contained in Proposals to become open for public review once a Contract is formed or all Proposals are rejected. Please note: Bidders will **NOT** be notified prior to release of any documents submitted in response to this RFP.

1.9.2. Submission of Proprietary Information: Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as separate from the main Proposal. Pricing information is not considered proprietary, and the Bidder's entire Proposal will not be considered proprietary. All information requested to be handled as "Proprietary" shall be submitted electronically, separately from the main Proposal, and clearly identified

in the subject line of the email or DropBox submission. The Bidder shall provide detailed written documentation justifying why this material should be considered proprietary. WSU reserves the right to accept, amend, or deny such requests for maintaining information as proprietary in accordance with Kansas law. WSU does not guarantee protection of any information which is not submitted as required.

1.11. Federal, State, and Local Taxes - Governmental Entity: Unless otherwise specified, the Proposal price shall include all applicable federal, state, and local taxes. The successful Bidder is solely responsible for, and shall pay, all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this RFP. WSU does not agree to reimburse or pay Bidder for any taxes assessed unless itemized in Bidder's bid. **WSU is exempt from state sales or use taxes and federal excise taxes for direct purchases made in Kansas. These taxes should not be included in the Bidder's price quotations.**

1.12. Tax Clearance: WSU strongly supports the State of Kansas Tax Clearance Process. Bidders submitting Proposals which exceed twenty-five thousand dollars (\$25,000.00) shall include a copy of a Tax Clearance Certification Form with their submittal as set forth in **Attachment 1: Tax Clearance Information**. Failure to provide this information may be cause for rejection of Bidder's Proposal.

1.13. Debarment of Bidders: Pursuant to K.S.A. 75-37,103, a Bidder may be debarred from consideration for award of contracts for a period of up to three (3) years for any of the reasons set forth in K.S.A. 75-37,103(b).

1.14. Immigration Reform: The Bidder agrees, if awarded a Contract, it shall comply with the Immigration and Reform Control Act of 1986 (IRCA; 8 C.F.R. Ch. 1, Sub Ch. B, Pt. 245a), as may be amended from time to time. As a condition of this Proposal, Bidder must certify, by completing and submitting **Attachment 2: Certification Regarding Immigration Reform & Control**, that Bidder has complied with all federal and state laws relating to immigration and reform.

1.15. Sexual Harassment and Retaliation Prohibited: In accordance with Kansas Executive Order 18-04, upon selection for a Contract, Bidder will be expected to receive and read of a copy of Executive Order 18-04, and, further, will agree to comply with all applicable provisions of this Executive Order, and all applicable state and federal laws, including but not limited to all laws prohibiting sexual harassment. WSU's policies prohibiting sexual harassment, discrimination, and retaliation provide for confidentiality and anonymous reporting. To view these policies or to make a report of sexual harassment, discrimination, or retaliation, please visit https://www.wichita.edu/about/policy/ch_03/ch3_06.php.

SECTION II

PROCUREMENT TYPE, PROCESS, SELECTION, AND AWARD

2.1. Procurement Type: WSU’s competitive procurement types include: (1) Sealed Bid; (2) Negotiated Bid; and (3) Simplified Acquisitions. The type of procurement for this RFP is noted on the RFP Cover Page.

- 2.1.1. A Sealed Bid process includes: (1) a solicitation to bid; (2) publication of solicitation; (3) Proposals submitted under seal by Bidders and the Proposals are not opened or reviewed until the Closing Date; (4) Proposals are reviewed by WSU after the Closing Date and are generally evaluated without discussion without the Bidders; and (5) WSU awards the work to the “Responsible Bidder” whose Proposal is determined to be the most advantageous to WSU based on the neutral criteria established by WSU.
- 2.1.2. A Negotiated Bid is a more flexible bidding procedure that includes the receipt of Proposals and permits negotiations between WSU and Bidders. This process usually affords the Bidders an opportunity to revise their Proposal before award of a Contract to account for changes in scope of services or goods, timelines, or value-added changes to a project. “Negotiation” includes discussion, persuasion, and alteration of initial assumptions and positions, and give-and-take may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract. “Best and final offers” are frequently required under the Negotiated Bid procurement.
- 2.1.3. Simplified Acquisitions is the most flexible form of procurement. Simplified Acquisitions can only occur if the procurement expenditure does not exceed the WSU established threshold. A Simplified Acquisition affords WSU the ability to call upon qualified vendors, contractors, and individuals for a quote and to negotiate a final agreement.

2.2. RFP Committee Selection: An Evaluation and Review Committee (ERC) listed below will evaluate the RFP responses.

Vicki Whisenhant, AVP Culture & CHRO	Triniece Roberston, Director Total Reward & HR Operations
Diana Austin, Manager, Human Resources Business Partners	Marcie Holsteen, Director IDP HR
Nathan Huerter, Business Technology Analyst	Tamara Fisher, Payroll Analyst
Brett Morrill, Director ITS App/Development	Jory Boyd, Purchasing Director
Cara Tucker, Manager HR Operations & Benefits	Ginny Mertes, HR Specialist, Leave & Accommodations
Rachael Doyle, IDP HR Generalist	Raegan Brown, IDP HR Generalist

2.3. Appearance Before Committee: The ERC may award to the low Bidder without question or negotiation. The ERC reserves the right to request information from Bidders as needed. If information is requested, the ERC is not required to request the information of all Bidders. The ERC may require, as a condition of bidding, that Bidders be required to appear before the ERC to explain the Bidder's understanding and approach to the RFP and/or to respond to questions from the ERC concerning the Proposal. Meetings with and appearances before the ERC are not subject to the Kansas Open Meetings Act. Bidders are prohibited from electronically recording these meetings.

2.4. Pre-Proposal Conference: An optional Pre-Proposal Zoom conference has been scheduled for: **Tuesday June 17th, 2025 at 2:15PM Central Time**. Attendance at the pre-proposal zoom conference is optional but recommended. The meeting can be accessed by at the [following link](#). (Meeting ID: 967 7707 6520 Password: 761448)

2.5. Pre-Proposal Questions: Questions requesting clarification of the RFP, if allowed, must be submitted in WRITING to the Procurement Officer as listed on the cover page, by email prior the RFP Question Deadline indicated on the RFP Cover Page. Failure to notify the Procurement Officer of any conflicts or ambiguities in the RFP may result in items being resolved in the best interest of WSU. Any modification to this RFP as a result of Pre-Proposal Questions shall be made in writing by addendum and sent electronically to all Bidders who received the original request. Only written communications are binding.

2.6. Acceptance or Rejection: WSU reserves the right to accept or reject any or all Proposals or part of a Proposal; to waive any informalities or technicalities; clarify any ambiguities in this RFP; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a Proposal.

2.7. Selection Criteria: Award shall be made in the best interest of and most advantageous to WSU as determined by the PNC. WSU reserves the right to make an award based on any of the following factors and is not required to make the determination based solely on cost. Consideration will be given, but is not limited, to each of the following criteria:

1. Proposal cost [NOTE: Bidders are not to inflate prices in the initial Proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations];
2. Any poor performance experienced by WSU with Bidder within the five (5) year period prior to Proposal;
3. Documented experience in providing the same products / services to third parties that are solicited in this RFP;
4. Product, service, and performance;
5. Equipment owned by Bidder to be used in providing requested services;
6. Qualified staff and/or subcontractors;
7. Adequacy and completeness of Proposal;
8. Compliance with the terms and conditions of the RFP;
9. Response format as required by this RFP;
10. Bidder's anticipated ability to meet RFP requirements.

2.8. Proposal Disclosures:

2.8.1 In the event this is a Sealed Bid, at the time of closing, only the names of those who submitted Proposals shall be made public information. No price information will be released. Bid tab results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a bid tabulation from the Office of Purchasing. Bid results can be obtained by sending a written request, referencing the Solicitation name and number to the following:

Wichita State University
Office of Purchasing
1845 Fairmount St., Campus Box 38
Wichita, Kansas 67260-0038
Purchasing.office@wichita.edu

2.8.2 Copies of individual Proposals may be obtained under the Kansas Open Records Act (KORA), K.S.A. 45-215, *et seq.*, by submitting an Open Records Request at <https://openrecords.wichita.edu>. Once your request is received, you will be provided an estimate of the cost. Upon receipt of that amount, the documents will be transmitted to you electronically, except that no information in any Proposal file shall be released until a Contract has been executed or all Proposals have been rejected.

2.9 Retention of Proposals: WSU reserves the right to destroy all Proposals if the RFP is withdrawn, the RFP does not result in an agreed Contract, or in accordance with Kansas law. Late Proposals will not be considered a valid Proposal and shall not be retained unless deemed necessary by WSU.

2.10 Award: An RFP is not considered to be "awarded" until a Contract is executed between WSU and the Contractor. A Contract may be formed upon a Bidder's formal acceptance of WSU's notice of award where it is made clear that no other contractual document shall be presented subsequently for signature.

2.11 Notice of Award: Generally, WSU will notify all Bidders of an award made contingent on a fully executed Contract between the Contractor and WSU. Only WSU is authorized to issue news releases relating to this RFP, its evaluation, award, and/or performance of the Contract, unless express written permission is obtained by WSU.

SECTION III

PROPOSAL INSTRUCTIONS AND REQUIREMENTS

3.1 Proposal Form & Certifications. Bidders must submit a Proposal that complies with the requirements set forth in **Attachment 3: Proposal Requirements**. Bidders can include additional information with their Proposal including, but not limited to, photos, renderings, plans, designs, quotes, and references with its Proposal except that all such additional information shall be properly marked to include the Bidder's name and RFP Number and shall make every effort to number all pages. Bidders must fully complete and submit with its Proposal all certifications and forms attached or referenced in this RFP.

3.2 Preparation of Proposal. A Proposal shall not be considered for award if the price in the Proposal was not arrived at independently and without collusion, consultation, communication, or agreement as to any matter related to price with any other Bidder, competitor, or public officer/employee.

3.3 Submission of Proposals. Proposals must be sent / delivered so that they are received by WSU no later than the RFP Closing Date indicated on the RFP Cover Page. WSU's preferred method of submission is through our eProcurement System – Unimarket Supplier Portal.

- 3.3.1** One (1) electronic version of the Bidder's Proposal, including literature and other supporting documents, shall be entered into the Unimarket Supplier Portal.
- 3.3.2** All emails or communications transmitting Proposals shall contain, for identification, the title, the RFP Number, and the Subject of the RFP.
- 3.3.3** The Bidder shall include the required Proposal attachments to their RFP response in Unimarket.
- 3.3.4** An Adobe PDF document type is preferred, but Microsoft Word, Excel, JPEG, and other formats will be accepted.
- 3.3.5** Bidders will be contacted if additional information is needed.
- 3.3.6** Proposals received prior to the Closing Date shall be kept secured and sealed until closing if they are properly identified as instructed above. WSU shall not be responsible for the premature opening of a Proposal or for the rejection of a Proposal that was not received prior to the Closing Date because it was not properly identified.
- 3.3.6** Bidders who are unable to submit their proposal through the Unimarket Supplier Portal must contact the buyer, as listed on the cover page, at least one (1) business day prior to the closing date.
- 3.3.7** Late Proposals will not be considered a valid Proposal and will not receive consideration.

3.4 Acknowledgment of Addenda: All Bidders shall acknowledge receipt of any addenda to this RFP. Failure to acknowledge receipt of any addenda may render the Proposal to be non-responsive. Changes to this RFP shall be issued only by the Office of Purchasing in writing.

3.5 Modification of Proposals: A Bidder may modify a Proposal electronically by email or by DropBox transmission at any time prior to the closing date and time for receipt of proposals.

3.6 Withdrawal of Proposals: A Proposal may be withdrawn on written request submitted electronically in email from the Bidder to the Procurement Officer at the Office of Purchasing prior to the RFP Closing Date.

3.7 Parties to Contract: Proposals shall be submitted in a manner that allows WSU controlled affiliated corporations to enter into similar agreements subject to the same or substantially similar terms and conditions. WSU controlled affiliated corporations include Wichita State University Intercollegiate Athletic Association, Inc., Wichita State University Union Corporation, Wichita State University Innovation Alliance, Inc., and WSIA Investments Corporation.

SECTION IV

GENERAL CONTRACT PROVISIONS

The provisions of this section list all general contract provisions that shall govern the resulting services and/or goods solicited in this RFP. These provisions shall be deemed binding on the Bidder if a Bidder's Proposal is accepted by WSU and WSU and Bidder (referred to in this Section as "Contractor") enter into a Contract or deem a Contract to be formed (referred to in this Section as "Contractor").

4.1 Contract Documents: The successful Bidder ("Contractor") may be required to enter into a separate written Contract with WSU. Unless expressly omitted in the Contract, this RFP and any amendments, and the WSU DA-146a - Contractual Provisions Attachment, located at <https://www.wichita.edu/administration/generalcounsel/DA-146a.php> are deemed binding on Contractor and hereby incorporated by reference into the Contract. The Proposal and any Proposal amendments may be incorporated into the Contract at the discretion of WSU.

4.2 Order of Precedence: In the event of a conflict in terms of language among the Contract documents listed below (as applicable), the following order of precedence shall govern:

1. Wichita State University Modified Form DA-146a;
2. Executed Contract between the parties;
3. This RFP including any and all addenda; and
4. Bidder's Proposal submitted in response to this RFP, as finalized.

4.3 Term and Termination: The term of the Contract and any clauses regarding termination of such Contract will be set forth in the subsequent Contract awarded.

4.4 Independent Contractor:

- 4.4.1** Both parties, in the performance of a Contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever. As such, Bidder and its employees and agents shall have no right to participate in any employee benefit plan, program or arrangement provided to WSU employees, including, but not limited to, workers compensation benefits, unemployment benefits, health and accident insurance, life insurance, sick leave, and/or vacation.
- 4.4.2** The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by any Contract.
- 4.4.3** The Contractor is not subject to the direction, control, or supervision of WSU with respect to how it is to perform its duties. The Contractor is solely responsible for the control and supervision of its employees, agents, and contractors that are assigned to provide services to WSU.

4.5 Industry Standards: If not otherwise provided, materials or work called for in the Contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

4.6 Contractor Qualifications and Abilities: Submission of Contractor's bid will be considered presumptive evidence that the Contractor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the Proposal for all contingencies. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the Contract. Later claims for labor, work, materials, and equipment required for any difficulties encountered which could have foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to WSU.

4.7 Staff Qualifications: The Contractor shall warrant that all persons assigned by it to the performance of any Contract shall be employees of the Contractor (or specified subcontractor only where authorized in writing and in advance by WSU) and shall be fully qualified to perform the work required, including passing all required background checks and

meeting all work authorization and export compliance requirements. The Contractor shall include a similar provision in any contract with any subcontractor selected to perform work under the Contract, if subcontractors are authorized. Failure of the Contractor to provide qualified staffing at the level required by the Proposal specifications may result in termination of the Contract and/or damages.

4.8 Payments: WSU shall not be responsible for, and does not agree to be charged, any payments for costs or items not listed in the Bidder's Proposal.

4.9 Conflict of Interest: The Contractor shall not knowingly employ, during the period of the Contract or any extensions to it, any professional personnel who are also in the employ of WSU and who are providing services involving the Contract or services similar in nature to the scope of the Contract to WSU. Furthermore, the Contractor shall not knowingly employ, during the period of the Contract or any extensions to it, any WSU employee who has participated in the making of the Contract until at least two (2) years after termination of employment with WSU.

4.10 Confidentiality: The Contractor may have access to private or confidential data maintained by WSU to the extent necessary to carry out its responsibilities under the Contract. Contractor must comply with all the requirements of the Kansas Open Records Act (KORA) in providing services under the Contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by WSU promptly at the request of WSU in whatever form it is maintained by Contractor. On the termination or expiration of the Contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by WSU, will destroy or render it unreadable.

4.11 Nondiscrimination and Workplace Safety: The Contractor agrees to abide by all federal, state, and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, and regulations may result in termination of the Contract.

4.12 Environmental Protection: The Contractor shall abide by all federal, state, and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of the Contract.

4.13 Insurance: The Contractor shall present, upon request, an affidavit or certificate demonstrating insurance coverages consistent with any requirements set forth in **Attachment 7: Tax Documentation and Insurance.**

4.14 Hold Harmless: WSU shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to WSU property. The Contractor shall do nothing to prejudice WSU's right to recover against third parties for any loss, destruction, or damage to WSU property.

4.15 Care of WSU Property: The Contractor shall be responsible for the proper care and custody of any WSU-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of the Contract, and Contractor will reimburse WSU for such property's loss or damage caused by Contractor, normal wear and tear excepted.

4.16 Prohibition of Gratuities: Neither the Contractor nor any person, firm, or corporation employed by the Contractor in the performance of the Contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any WSU employee at any time.

4.17 Retention of Records: Unless WSU specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records, and other evidence involving transactions related to the Contract for a period of five (5) years from the date of the expiration or termination of the Contract. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

4.18 Examination of Records: The Contractor agrees that authorized federal and state representatives, including but not limited to, WSU personnel; independent auditors acting on behalf of WSU and/or state or federal agencies shall

have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to WSU.

4.19 Federal, State, and Local Taxes: WSU makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

4.20 Antitrust: If the Contractor elects not to proceed, the Contractor assigns to WSU all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by WSU pursuant to the Contract.

4.21 Anti-Kickback: When WSU has reasonable grounds to believe that a violation of the Anti-Kickback Act of 1986 (41 U.S.C. 87, *et seq.*, as amended) may have occurred, WSU shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting department or agency of the United States or the Department of Justice. WSU shall cooperate fully with any Federal agency investigating a possible violation of the Anti-Kickback Act of 1986. The Contracting Officer may (1) offset the amount of kickback against any monies owed by the United States under the prime contract and/or (2) direct that the Prime Contractor withhold from sums owed a Contractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (1) of this clause be paid over to the United States Government unless the Government has already offset those monies under subdivision (2) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld. WSU agrees to incorporate the substance of this clause, including this subparagraph in all subcontracts which exceed one hundred thousand dollars (\$100,000.00).

4.22 Modification: The Contract shall be modified only by the written agreement of the parties. No alteration or variation of the terms and conditions of the Contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

4.23 Assignment: The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under the Contract without the prior written consent of WSU. The Contract may terminate in the event of its assignment, conveyance, encumbrance, or other transfer by the Contractor without the prior written consent of WSU.

4.24 Third Party Beneficiaries: The Contract is not intended to and shall not be construed as providing an enforceable right to any third party.

4.25 Captions: The captions or headings in the Contract are for reference only and do not define, describe, extend, or limit the scope or intent of the Contract.

4.26 Severability: If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application, and the remainder of the Contract shall not be affected, and each provision of the Contract shall be enforced to the fullest extent permitted by law.

4.27 Integration: The Contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. The Contract between the parties shall be independent of and have no effect on any other contracts of either party.

4.28 Criminal or Civil Offense of An Individual or Entity That Controls A Contractor or Organization or Will Perform Work Under The Contract: Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed in the Proposal and during the term of the Contract. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For purposes of this section, an individual or entity shall be presumed to have control of a Contractor or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls twenty-five percent (25%) or more of its equity, or otherwise controls its management or policies. Any conviction for a felony criminal offense, or an adverse judgment in a civil case, that involves

the actual or threatened harm to the health or safety of an individual must be disclosed. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

4.29 Injunctions: Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of WSU, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

4.30 Acceptance: No contract provision or use of items by WSU shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

4.31 Breach: Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

4.32 Statutes: Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then on the application of either party the Contract shall be amended to make such insertion or correction.

4.33 Special Contract Provisions Specific to Scope of Work: In addition to the General Contract Provisions set forth in this Section IV, Contractor shall agree to the special contract provisions set forth in **Attachment 4: Additional Contract Provisions.**

ATTACHMENT 1: TAX CLEARANCE INFORMATION

WSU strongly supports the State of Kansas Tax Clearance Process. Bidders submitting Proposals that exceed twenty-five thousand dollars (\$25,000.00) over the term of the contract shall include a copy of a Tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of a Bidder's bid or proposal.

A "Tax Clearance" is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Information pertaining to a Tax Clearance is subject to changes(s), which may arise as a result of a State Tax Audit, Federal Revenue Agent Report, or other lawful adjustment(s).

To obtain a Tax Clearance Certificate, you must:

- Go to <https://www.kdor.ks.gov/apps/taxclearance/Default.aspx> to request a Tax Clearance Certificate
- Return to the website the following working day to see if KBOR will issue the certificate
- If issued an official certificate, print it and attach it to your Proposal
- If denied a certificate, engage KDOR in a discussion about why a certificate was not issued

Bidders (and their subcontractors) are expected to submit a current Tax Clearance Certificate with every Proposal.

Please Note: Individual and business applications are available. For applications entered prior to 5:00 PM Monday through Friday, results typically will be available the following business day. Tax clearance results may be denied if the request includes incomplete or incorrect information.

Please Note: You will need to sign back into the KDOR website to view and print the official tax clearance certificate.

A copy of the Certification of Tax Clearance form received from the Kansas Department of Revenue should be sent along with your Proposal to:

Wichita State University
Purchasing Office
1845 Fairmount Street, Campus Box 012
Wichita, KS 67260-0012

Failure to provide this information may be cause for rejection of Bidder's bid or proposal.

Information about Tax Registration can be found at the following website:

<http://www.ksrevenue.org/forms-btreg.html>

The WSU Purchasing Office reserves the right to confirm tax status of all potential contractors and subcontractors prior to the release of a purchase order or contract award.

In the event that a current tax certificate is unavailable, the WSU Purchasing Office reserves the right to notify a Bidder (one that has submitted a timely event response) that they have to provide a current Tax Clearance Certificate within ten (10) calendar days, or WSU may proceed with an award to the next lowest responsive Bidder, whichever is determined by the Purchasing Director to be in the best interest of WSU and the State.

**ATTACHMENT 2:
CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

Any Bidder that is awarded a subsequent contract ("Contractor") is expected to comply with the Immigration and Reform Control Act of 1986 (IRCA; 8 C.F.R. Ch. 1, Sub Ch. B, Pt. 245a), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders, and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to the Contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under the Contract.

Signature

Date

Title of Contractor

ATTACHMENT 3: PROPOSAL REQUIREMENTS

Proposals should set forth, in detail, Bidder's plans to meet each of the requirements set forth in this RFP and specifically in this **Attachment 3: Proposal Requirements**. The proposal will be evaluated in light of the material and the substantiating evidence presented in the proposal, not on the basis of what may be inferred.

3.1 Firm/Company Overview and Qualifications. Provide a narrative description of your firm, its capacity to provide these services, and the Bidder's experience in the services or goods at issue in this Bid. Provide a description of the Bidder's qualifications and experience in performing the requested or similar services, including [resumes/summaries] of personnel assigned to the project stating their [education and] work experience. Bidder should establish in its Proposal that it is an established firm recognized for its capacity to perform and capable of mobilizing sufficient personnel to meet deadlines specified by WSU.

3.2 Executive Summary. Provide an Executive Summary of your products' features and functionality. The Executive Summary should touch on all components of your proposal but highlight those features that you believe best demonstrate support for WSU in its operational needs to manage paid and unpaid leave and workplace accommodation services effectively and efficiently.

3.3 Successful Projects/Services. Provide a list of past successful projects that align with the expectations set forth in this RFP in the State of Kansas. Such information may be marked as "Proprietary" if it is not open to the public.

3.4 Key Personnel. Provide a list of personnel to be used to perform the services identified in this RFP and include their qualifications, education, accomplishments, and any other relevant information demonstrating level of experience.

3.5 Fees for Goods or Services. Provide an explanation and detailed breakdown of Bidder's fee proposal and any other expenses that are charged for the requested services and/or goods, including reimbursable expenses. Bidder's fees are assumed to include the firm's cost of doing business such as overhead, management, postage, shipping, telephone, internet, fax, photocopying, research, and general office expenses, unless expressly set out as an additional fee.

3.6 Refunded, Credited or Discounted Fees. Describe any circumstances where WSU would receive a refund, credit, or discount of the proposed fees.

3.7 Equal Opportunity Employment. Describe how you will accommodate state and federal laws and policy provisions issued by the Kansas Board of Regents and WSU relating to Affirmative Action and Equal Opportunity Employment, including your firm's efforts to recruit and contract with disadvantaged groups and/or businesses (minority, women, veteran, and small business).

3.8 Additional Tasks. Identify any additional tasks the Bidder considers necessary to provide the services and/or goods solicited in this RFP and explain any recommended deviation from the tasks identified in **Attachment 5: Minimum Qualifications and Performance Specifications** that Bidder believes are necessary.

3.9 References. Provide three (3) references that have used Bidder to complete the same or similar services within the last three (3) years. Specify a contact person with a telephone number and email address.

3.10 Product Overview: An overview of current features and functionality to include information on the following (this is the minimal information expectations, please provide any additional and relevant information):

3.6.1 Current features and functionality

3.6.2 Adherence and compliance with all federal and state leave and ADA accommodation legislation and regulations

3.6.3 Compliance related to HIPAA privacy requirements

3.6.4 Ability to support efficiencies and automation of workflows, notifications, and alerts

3.6.5 Reporting, analytics, and real time presentation of data, leave status etc.

3.6.6 How the product would assist WSU in meeting its future business needs

3.6.7 Flexibility in configuration of the solution without customization

3.6.8 Product maturity and future product development and direction

3.11 Technical Overview: An overview of the technology infrastructure (This information will be covered as part of the RFP process and additionally in the technical discussion):

3.11.1 Mobile Accessibility

3.11.2 Application hardware/software specifications

3.11.3 Operating system requirements

3.11.8 Single Sign-On capabilities

3.11.8 Integration capabilities with WSU's Ellucian Banner HR, Payroll and time collection modules

3.11.9 System down time averages

3.11.10 System security, data security and storage, back-up, and recovery protocols

3.11.11 Technical support model

3.12 Implementation Overview: Provide an overview of your company's implementation process to include:

3.12.1 Implementation Methodology

3.12.2 Recommended governance process

3.12.3 Business process redesign assistance/support

3.12.4 Resource allocations provided by your company and if 3rd party vendors/contractors are utilized to assist with the implementation

3.12.5 WSU resource allocation and implementation structure

3.12.6 Metrics and measurement of project health

3.12.7 Training methodology

3.12.8 Go-live support

3.13 Summary/Conclusion: Provide a closing summary/conclusion that highlights any other information that would be important and why you feel your product is unique and would be an advantage to WSU.



ATTACHMENT 4: ADDITIONAL CONTRACT PROVISIONS SPECIFIC TO THIS RFP

In the event of an award, Bidder agrees to accept, subject to exception as set forth in Bidder's Proposal, the following additional contractual terms that are specific to this RFP:

4.1 Experience: All bidders must have a minimum of three (3) years active participation in the applicable industry as a distinct company, providing equipment and systems comparable in size and complexity to the equipment and systems specified. Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the Bidder has completed. If Bidder cannot meet this requirement, provide a written explanation as to why. Inability to meet this requirement is not necessarily grounds for disqualification and such determination will be made within the sole discretion of WSU.

4.2 Payment Terms: Unless otherwise agreed to in writing by WSU and Bidder, pursuant to the Kansas Prompt Payment Act (K.S.A. 75-6403(b)), all payment terms are Net 30 days from the date the services are invoiced and finally accepted by WSU. If the 30th day falls on a weekend, legal holiday, or WSU holiday, WSU shall have until the next business day to make payment.

4.3 Bidder Contracts: Bidder shall include an editable Word version copy of any proposed terms and conditions applicable to this purchase.

4.4 Shipping; Deliveries: To the extent applicable and unless otherwise agreed to in writing by WSU and Bidder, all proposals shall include all packing, handling, and shipping charges FOB Destination, freight prepaid and allowed. The destination shall be WSU's receiving dock. All orders shall be shipped within seven (7) business days of receipt of a purchase order. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, Bidder shall immediately notify WSU of the revised delivery date or partial delivery date. WSU reserves the right to cancel the order and receive a return of any prepaid fees if the updated delivery time is unsatisfactory.

4.5 Implied Requirements: All products and services not specifically mentioned in this solicitation, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the vendor's response.

4.6 Upgrades: Bidders shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.

4.7 Warranty and Acceptance: By submitting a bid, Bidders expressly warrant that all services provided shall: (1) conform to the proposal and scope that was furnished or adopted by WSU at the time of bid, and (2) be performed by experienced and fit employees of Bidder that are qualified in all applicable benefit and leave administration laws and regulations as applicable to the performance of this Agreement. Such warranty shall survive this Agreement and shall not be deemed waived either by reason of WSU's acceptance of or payment for such services.

4.8 Price Adjustments: On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry and changes. Contractor shall furnish figures at least thirty (30) days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed five percent (5%) of the existing contract. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be terminated.

4.9 Access to Records; Support: Contractor acknowledges and agrees that all records that in any way relate to WSU employees, leave, benefits, or employment, of any type or format ("Records"), that are provided, accessed, stored, modified, or otherwise utilized under this Agreement are and shall remain the property of WSU. WSU shall have 24/7 real-time access to the Records at all times. If access needs to be disrupted for any reason such as for system maintenance or due to a power outage, Contractor will notify WSU of the outage and a time of estimated restoration as soon as reasonably practicable. Contractor shall designate a person or persons as technical support



representatives available to provide support to WSU employees or their designees during and outside of regular business hours.

4.10 Audit: WSU reserves the right to conduct or cause to be conducted an audit of Records and/or work performed under this Agreement. WSU will give Contractor reasonable notice of the intention to conduct an audit and Contractor will cooperate with WSU as necessary.

4.11 Indemnity for Third Party Claims: Contractor agrees to defend, indemnify and hold harmless WSU, its affiliates, employees, agents, designees, and representatives, jointly and severally, from and against any and all third party claims for damages, losses, liability, causes of action, judgments, costs, expenses, or penalties (including reasonable attorneys' fees) directly or indirectly arising from its performance under this Agreement, including but not limited to, breach or loss of data, HIPAA violations, or claims arising under state or federal employment or leave laws or regulations.



ATTACHMENT 5: MINIMUM QUALIFICATIONS AND PERFORMANCE SPECIFICATIONS

5.1 Experience: All bidders must have a minimum of three (3) years active participation in the applicable industry as a distinct company, providing equipment and systems comparable in size and complexity to the equipment and systems specified. Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the Bidder has completed. If Bidder cannot meet this requirement, provide a written explanation as to why. Inability to meet this requirement is not necessarily grounds for disqualification and such determination will be made within the sole discretion of WSU.

5.2 Certification of Specifications Compliance: Bidder shall have proper certification(s) and/or license(s) to distribute or provide leave and accommodation administration services at the time the bid is submitted. By submission of a bid response and the signatures affixed thereto, the Bidder certifies all products and services proposed in the solicitation meet or exceed all requirements of specifications as set forth in this RFP.

5.3 Drugs Prohibited: The illegal use, possession, dispensation, distribution, manufacture or sale of a controlled substance or illegal drug by an employee of Bidder or any approved subcontractor while performing Services on the Premises is prohibited, as is the use or possession of alcohol. Any violation of this prohibition provides sufficient cause for termination of the Contract. Pursuant to [WSU Policy 11.11](#), smoking is prohibited on WSU grounds and in WSU buildings, residence halls, apartments and enclosed structures.

5.4 Employee and Qualifications: All persons employed to perform these services shall be an employee or an authorized subcontractor of the Bidder, have received sufficient training, and at least 18 years of age. The Bidder shall pay all salaries and expenses of, and all federal, Social Security taxes, federal, and state unemployment taxes, and any similar payroll taxes relating to such employees. Bidder must comply with all federal, state, city and local laws, rules and regulations as it relates to its employees, agents, and subcontractors, including, but not limited to, non-discrimination in its policies and practices and compliance with the Immigration Reform and Control Act of 1986. Bidder agrees that it shall make available for inspection to WSU, upon request, its policies and procedures and all I-9 employee forms of employees working at the premises.

5.5 Availability; Support: The Bidder must provide designated WSU Staff a list of established office hours and a toll-free telephone number for the Contractor's point of contact. In addition, Bidder must provide a description of the technical support, customer service, and/or help desk hours and procedures (e.g. 24/7 Tech Support, help desk ticket system, etc.).

5.6 Security: The Bidder must obtain written permission from WSU before employing any subcontractors to assist the Bidder in performing the required Services.

5.6.1 Ongoing Litigation: Discuss any current local, state or federal violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide the Services.

SCOPE OF WORK

1. Introduction

Wichita State University (WSU) is exploring the feasibility of using a third-party Cloud Based Leave and Accommodation Administration Software solution that will interface with our current ERP, Ellucian's Banner, specifically, the Human Resource, Payroll, and time collection modules. Today, leave and accommodation administration is a manual process, with no integration to the Human Resource system of record. Additional details can be found in **Attachment 10: Current State of Leave Management and Workforce Accommodations at Wichita State University**

The RFP process will include a review of the written responses and selected software demonstrations of the product and its functionality. It is requested that the vendor be able to provide, as part of the demonstration, the opportunity for the Evaluation and Review Committee engage in "hands on" exploration of the product to assess its functionality, intuitiveness, and understand the user experience. This is a critical step for successful adoption. In addition, a separate technical discussion will take place with WSU's Information Technology Services team to assess adherence to accessibility standards, infrastructure, and other important technical aspects of the product.

2. University Background Overview

Wichita State University is an urban public research university that was founded in 1895 in Wichita, Kansas. It is the third-largest university governed by the [Kansas Board of Regents](#). The campus spans 330 urban acres. The mission of Wichita State University is to be an essential educational, cultural, and economic driver for Kansas and the greater public good.

WSU offers more than 70 undergraduate degree programs in more than 200 areas of study within eight academic colleges. The Graduate School offers 41 master's degree programs and 12 doctoral degree programs. The most popular majors at WSU include business, management, marketing, and related support services, health professions and related programs, engineering, education and homeland security, law enforcement, firefighting, and related protective services.

WSU is an [NCAA Division I](#) institution and fields teams in tennis, cross-country, basketball, track, golf, men's baseball, volleyball, bowling, and softball. The name for WSU's athletic teams is the Shockers; and, collectively, students are also referred to as being Shockers. The name reflects the university's heritage: Early students earned money by shocking, or harvesting, wheat in nearby fields.

With the development of the WSU Strategic Plan, the Innovation Campus went from a concept to reality. Innovation Campus refers to the development of the 150 acres of land, formerly occupied by Braeburn Golf Course, into a location that helps us live our values and fulfill our vision, mission, and goals. The goals of the Strategic Plan:

- 1) Guarantee an applied learning or research experience for every student by each academic program.
- 2) Pioneer an educational learning experience for all that integrates interdisciplinary curricula across the university.
- 3) Capitalize systemically on relevant existing and emerging societal and economic trends that increase quality educational opportunities.
- 4) Accelerate the discovery, creation, and transfer of new knowledge.
- 5) Empower students to create a campus culture and experience that meets their changing needs.
- 6) Be a campus that reflects – in staff, faculty, and students – the evolving diversity of society.
- 7) Create a new model of assessment, incentive, and reward processes to accomplish our vision and goals



3. Solicitation Schedule:

Action	Timeline by:	Acct Party
Purchasing Opens RFP (6/9/2025 – 7/9/2025)	06/09/25	Purchasing
Pre-Proposal Zoom Conference (2PM CST)	6/17/2025	Purchasing
RFP - Questions from Vendors (Due by EOB)	6/25/2025	Purchasing
RFP Responses from Due to Vendors (Due by EOB)	6/27/2025	HR/Purchasing
RFP Bid Responses Due (by 2PM CST)	7/9/2025	Purchasing
Purchasing Deadline for Reviews RFP Responses	7/18/2025	Purchasing
Initial minimal qualifications review of RFPs by HR	8/1/2025	HR
HR Review Committee – Review RFP's	9/19/2025	HR Review Committee
ITS & DMC Security Review	10/3/2025	ITS/DMC
Determine Demonstration	TBD	

4. Instructions for Completing Appendix #1 - Functional and Technical Requirements Document

Contractors shall supply a response code for each requirement listed on the Functional and Technical Requirements Document, **Appendix #1**. Contractors are required to include comments on MNC and NR responses and are asked to include additional costing estimates/information if applicable.

Contractors are encouraged but not required to provide additional comments on the MR response to assist the evaluation committee's understanding of the functionality.

Valid Response Codes for Functional and Technical Requirements Document (**Appendix #1**)

Response Code	Definition
MR	Fully meets requirements out of the box or through user managed configuration within the core application (Configurable) (MR=Meets Requirements)
MNC	Requirements can be met, but not within the core application or not in real-time (e.g. requirement is met through special customization, reports, interfaces, or other 3 rd party component) These non-core application or special customizations may require additional costs, 3 rd party intervention, and may require additional on-going maintenance (please explain how this would be met) (MNC=Meets but Non-Core Application)
NR	Does not meet requirement/not available (NR=Does Not Meet Requirement)



ATTACHMENT 6: COST SHEET

Complete the cost proposal below. Please note a *sample* is provided below in Blue and should be removed in cost proposal form submitted with RFP response. If costs are to be broken out by module, component or type of service, please indicate that in the "Reason" category.

Contractor Name: _____

REOCCURRING COSTS			
<i>May include training, data migration, software configuration, etc.</i>			
Frequency	Cost Type / Reason	Amount	Escalation Terms
<i>Annual</i>	<i>Flat-Fee Contract</i>	<i>\$50,000.00</i>	<i>1% annual</i>
1 ST YEAR TOTAL COSTS:			

ONE-TIME COSTS / FEES		
<i>May include training, data migration, software configuration, etc.</i>		
Cost Type / Reason	Amount	When Assessed / Due
<i>Implementation Training</i>	<i>\$500.00</i>	<i>Per person charge. Invoiced upon completion of training.</i>
1 ST YEAR TOTAL COSTS:		

OPTIONAL COSTS / FEES			
Frequency	Cost Type / Reason	Amount	Escalation Terms
<i>Monthly</i>	<i>E-Signature Platform</i>	<i>\$2000.00</i>	<i>n/a</i>
1 ST YEAR TOTAL COSTS:			



ATTACHMENT 7: TAX DOCUMENTATION AND INSURANCE

All suppliers new to WSU are required to submit a completed tax ID form to the Office of Purchasing as confirmation of their business identity. This information is used to build supplier profiles in the three databases that support encumbrances from our electronic requisitioning system. A scanned image of your tax ID form will be included in the profiles. Please submit documentation with your proposal.

NOTE: Insurance requirements are dependent on the type of particular project being bid. Bidder's may inquire with the Office of Purchasing for more information on insurance requirements.

All Bidders will submit proof of the following required insurance to WSU with their proposal:

- I. **Comprehensive General Liability Insurance.** Bidder shall maintain comprehensive general liability insurance with limits not less than one million dollars (\$1,000,000.00) for each occurrence involving bodily injury and property damage, a general aggregate of two million dollars (\$2,000,000.00) and products-completed operation aggregate of one million dollars (\$1,000,000.00). Such coverage must include premises operations broad form property damage, completed operations, independent contractors, and contractual and products liability.
- II. **Professional Liability Insurance.** Bidder shall obtain and maintain at all times during the performance of the work under this Agreement professional liability insurance. Limits of liability shall be \$1,000,000 per claim and \$2,000,000 aggregate. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a claims-made basis, Bidder must maintain this policy for a period of four (4) years after the completion of the work and/or termination or expiration of the Agreement with WSU or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.
- III. **Cybersecurity Liability Insurance.** Bidder will maintain Cyber Liability and Tech E&O insurance with limits of not less than \$5,000,000.00 for each cyber incident that provides coverage for:
 - a. Liability for network security failures or privacy breaches, including loss or unauthorized access, use or disclosure of University data, whether by Vendor or any subcontractor or cloud service provider used by Vendor.
 - b. Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals.
 - c. Expenses related to regulatory compliance, government investigations, fines, fees, assessments, and penalties where insurable by law.
 - d. Liability for technological products and services provided by or created by Vendor, including intellectual property infringement or misappropriation.
 - e. Liability for professional services provided by Vendor.
 - f. PCI fines, fees, penalties, and assessments.
 - g. Cyber extortion payment and response costs.
 - h. First and Third-Party Business Interruption Loss resulting from a network security failure or system failure.
 - i. Costs of restoring, updating, or replacing data.
 - j. Liability losses connected to network security, privacy, and media liability.



IV. Worker's Compensation Insurance. Bidder shall maintain one hundred thousand dollars (\$100,000.00) in employer liability coverage and worker's compensation insurance as required by applicable law.

All insurance shall be maintained at Bidder's sole expense. Insurance and bonds must be with a company or companies qualified to do business in Kansas or in the state where the Services are being performed, as acceptable to WSU, and written on the standard approved certification forms. Bidder must furnish a certificate showing that such insurance upon execution of any Contract and no less than annually thereafter.

All liability insurance policies will name WSU as additional insured with respect to claims, demands, suits, judgments, costs, charges, and expenses arising out of, or in connection with, any loss, damage, or injury resulting from the negligence or other fault of Bidder, its agent, representatives, and employees.



ATTACHMENT 8: BIDDER SIGNATURE SHEET

INSTRUCTIONS TO BIDDER: Please respond to all questions below. If you intend to rely on any marketing materials or separately submitted proposal document in response to any of the below questions, please reference such materials in response to the relevant question and provide that material along with your responses. Mark any information that is proprietary or business trade secrets as "CONFIDENTIAL."

2	RFP Name:		
3	Bidder Legal Name:		
4	FEIN Number:		
5	Any Other Relevant Name under which Bidder Operates:		
6	Bidder Parent Contractor, if any:	Corporation <input type="checkbox"/>	
7	Identify Corporate Structure:	Limited Liability Contractor <input type="checkbox"/>	
		Not for Profit <input type="checkbox"/>	
		Other <input type="checkbox"/> Describe:	
8	Address:		
9	Main Telephone Number:		
10	io Person if Awarded Bid:	Name:	
		Title:	
		Phone Number:	
		E-Mail:	
11	Do you certify that this Proposal meets the Minimum Qualifications & Performance Specifications set forth in Attachment 5? If no, provide written explanation and attach.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
12	Do you acknowledge that you have received all Attachments referenced in this RFP and have, as of the time of submission, reviewed the Purchasing Website for any supplemental terms or amendments?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
13	If awarded a Contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.		
	Address:		
	City, State, Zip		
	Phone Number:		

By my signature below, I hereby certify that this Proposal is being submitted on behalf of the person, Contractor, organization or entity identified above, that I have the authority to submit this Proposal and all certifications, is in accordance with the RFP specifications set forth herein and is a complete and accurate statement of skills, qualifications, service guarantees and costs. I further hereby certify that I do not have and am unaware that Bidder has any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.

Name of Authorized Official: _____ **Title:** _____

Signature: _____ **Date:** _____



ATTACHMENT 9 MUTUAL NON-DISCLOSURE AGREEMENT

This **MUTUAL NON-DISCLOSURE AGREEMENT** ("Agreement") is by and between **WICHITA STATE UNIVERSITY**, a state educational institution of Kansas, located at 1845 Fairmount, Wichita, KS 67260-_____, contracting in support of its Office of Human Resources (hereinafter "WSU"), and _____ and its employees, located at _____ (hereinafter "COMPANY").

WHEREAS, WSU and COMPANY (hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES"), desire to exchange and discuss information related to WSU's solicitation for, and any subsequent agreement to provide, services to administer and manage its paid and unpaid leave and workplace accommodation services (hereinafter referred to as "PROJECT"); and,

WHEREAS, during the course of these discussions and evaluations, each PARTY may disclose certain confidential and proprietary information concerning, without limitation, trade secrets, devices, designs, specifications, plans, or other ideas or inventions relating to the PROJECT, and desire such information to be treated as PROPRIETARY INFORMATION.

NOW, THEREFORE, in consideration of the above premises and the individual and mutual promises of the PARTIES hereinafter set forth, and for other good and valuable consideration, it is hereby agreed by and between the PARTIES:

1. **DEFINITIONS.** As used in this Agreement, these terms shall have the following meanings:

- 1.1. "DISCLOSING PARTY" means the PARTY disclosing information to the other in furtherance of the PROJECT.
- 1.2. "RECEIVING PARTY" means the PARTY receiving information from the other in furtherance of the PROJECT.
- 1.3. "PROPRIETARY INFORMATION" means any information, knowledge or data received by the RECEIVING PARTY from the DISCLOSING PARTY in furtherance of or pursuant to the PROJECT that is clearly marked with proprietary legends by the DISCLOSING PARTY at the time of disclosure and, if the information is orally or visually disclosed, that is identified as proprietary at the time of said first disclosure and is clearly marked with proprietary legends and/or is reduced to writing within thirty (30) days of oral or visual disclosure.

2. **RESTRICTIONS ON USE AND DISCLOSURE.**

- 2.1. The PARTIES agree that all documents received from and marked as PROPRIETARY INFORMATION shall be kept confidential and shall not be disclosed to third parties and will be treated by the PARTIES with the same degree of care with which each treats and protects its own PROPRIETARY INFORMATION. In addition, RECEIVING PARTY shall only disclose PROPRIETARY INFORMATION to those personnel within its organization or affiliates requiring access to perform tasks contemplated by this Agreement, and any such personnel or affiliates shall be made aware of the restrictions imposed on the use of the PROPRIETARY INFORMATION.
- 2.2. RECEIVING PARTY shall use such PROPRIETARY INFORMATION only for the mutual benefit of the PARTIES and in furtherance of the PROJECT. RECEIVING PARTY shall not use such PROPRIETARY INFORMATION for any other purpose, such as competing with DISCLOSING PARTY.
- 2.3. In the event that DISCLOSING PARTY furnishes sample products or other equipment or material ("ITEMS") to RECEIVING PARTY, which are suitably marked to identify them as encompassing PROPRIETARY INFORMATION of DISCLOSING PARTY, ITEMS so received shall be used and the PROPRIETARY INFORMATION derived from said ITEMS shall be treated as PROPRIETARY



INFORMATION transferred pursuant to this Agreement. RECEIVING PARTY agrees not to cause or permit the reverse engineering, reverse assembly, or reverse compilation of ITEMS.

2.4. All PROPRIETARY INFORMATION and ITEMS shall remain the property of DISCLOSING PARTY and shall be promptly returned to DISCLOSING PARTY or destroyed upon written request, except as allowed under paragraph 5.3 or as required by applicable law and/or regulation. The requested action will be at the expense of DISCLOSING PARTY.

2.5. Notwithstanding any other provision of this Agreement, the obligations of confidentiality and non-use under this Agreement do not apply to any PROPRIETARY INFORMATION or ITEM that is:

2.5.1. in the public domain at the time of initial disclosure to RECEIVING PARTY by DISCLOSING PARTY, or subsequently becomes publicly known through no wrongful act of RECEIVING PARTY;

2.5.2. known to RECEIVING PARTY prior to the time of initial disclosure, as evidenced by competent and contemporaneous written documentation;

2.5.3. furnished to a third party by DISCLOSING PARTY without confidentiality restrictions substantially similar to those herein;

2.5.4. rightfully received by RECEIVING PARTY, without restriction as to further disclosure, from a third party that had the lawful right to disclose such information;

2.5.5. independently developed by RECEIVING PARTY without the use of or reference to PROPRIETARY INFORMATION; or

2.5.6. required to be disclosed pursuant to applicable law, subpoena, or proper governmental or judicial process, or order. Where such information is required to be disclosed under this section 2.5.6, prompt notice shall be provided to DISCLOSING PARTY, to the extent permitted by law, in order that DISCLOSING PARTY may have every reasonable opportunity to intervene in such process to contest such disclosure.

2.6. To the extent permitted by law, the identification of any of the occurrences, (2.5.1) - (2.5.6) above, will be promptly communicated between the PARTIES to this Agreement

3. **DISCLAIMERS.**

3.1. DISCLOSING PARTY does not, by virtue of disclosure of PROPRIETARY INFORMATION to RECEIVING PARTY, grant RECEIVING PARTY any right or license under any patents, copyrights or trade secrets, other than those rights granted to RECEIVING PARTY in section 2.2.

3.2. Neither PARTY makes any warranty or representation as to the accuracy or completeness of any PROPRIETARY INFORMATION disclosed under this Agreement.

4. **TERM AND TERMINATION.**

4.1. This Agreement shall expire five (5) years after the effective date hereof unless terminated earlier upon the end of a thirty (30) day period after receipt of a written notice by one PARTY from the other. Such termination shall not affect RECEIVING PARTY'S obligations relative to PROPRIETARY INFORMATION received prior to the effective date of such termination, as defined in section 4.2 below.

4.2. The obligations under this Agreement as to any PROPRIETARY INFORMATION shall continue for five (5) years from the date of first disclosure of such PROPRIETARY INFORMATION to RECEIVING PARTY, notwithstanding any earlier expiration or termination of this Agreement.



5. COMPLIANCE.

- 5.1. Each PARTY certifies that to the best of its knowledge neither it nor any of its principals are presently debarred, suspended, proposed for debarment, the subject of an indictment involving the criminal statutes enumerated in 22 Code of Federal Regulations ("C.F.R.") §120.6, or otherwise declared ineligible for the award of contracts by any Federal agency. If at any time a PARTY learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances, that PARTY shall provide immediate written notice to the other PARTY.
- 5.2. Each PARTY further agrees, to the extent applicable, to comply with all U.S. laws relating to the 22 U.S.C. 2778-2780 of the Arms Export Control Act (AECA) and the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Parts 120-130), and the Export Administration Regulations (EAR) 15 C.F.R. Parts 730-774. DISCLOSING PARTY shall notify the RECEIVING PARTY in writing prior to disclosure of any technical data or other items subject to EAR or ITAR. The PARTIES will reasonably cooperate with and support each other in obtaining the correct Export Control Classification Number (ECCN), the Harmonized Tariff Schedule (HTS) number or classification of a defense article.
- 5.3. PARTIES agree that each PARTY may retain one archival copy of all documents from the PROJECT for the purposes of (a) proving what information it did or did not receive hereunder in the event of a future dispute, or (b) complying with governmental regulatory requirements.

6. DESIGNATED REPRESENTATIVES AND NOTICES.

- 6.1. The following individuals are designated as the persons to receive PROPRIETARY INFORMATION and primarily responsible for compliance with the terms of this Agreement:

If to Wichita State University:	If to COMPANY:
Attn: <u>Office of General Counsel</u>	Attn: _____
Company: <u>Wichita State University</u>	Company: _____
Address: <u>1845 Fairmount Street</u>	Address: _____
Address: <u>Wichita, KS 67260-0250</u>	Address: _____
E-Mail: _____	E-Mail: _____

With a copy of all notices sent to:

gc.contracts@wichita.edu

With a copy of all notices sent to:

- 6.2. All notices, demands, requests, approvals, reports, instructions, consents or other communications which may be required or desired to be given by either PARTY to the other shall be in writing and sent by certified mail or overnight traceable delivery and addressed to the individuals set forth above, unless any other person or address may be designated by notice from one PARTY to the other.
- 6.3. Either PARTY can change the individual designated by written notice to the other. Receipt of PROPRIETARY INFORMATION by any individual other than the designated receiver shall not affect the obligations of the RECEIVING PARTY.
7. **USE OF MARKS, LOGOS AND MARKETING.** COMPANY shall not use the name, logos, insignias or trademarks of WSU, any affiliates of WSU, or any PROJECT member, in any publicity, advertising, promotional materials, news release or websites except as set forth in this Agreement or as authorized in writing by WSU in each instance. Any permitted use of such marks shall be in compliance with WSU's visual standards/brand identity guidelines (available upon request). COMPANY may use the name of WSU in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements.



8. **ASSIGNMENT.** This Agreement and the rights and duties hereunder may not be assigned or otherwise transferred by either of the PARTIES without the prior written consent of the other. If this Agreement is so assigned or otherwise transferred, it shall be binding on all successors and assigns.
9. **CAPTIONS.** The captions and headings in this Agreement are for reference only and do not define, describe, extend or limit the scope or intent of this Agreement.
10. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be enforced to the fullest extent permitted by law.
11. **WAIVER.** Any waiver by a PARTY shall be in writing and provided to all other PARTIES. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any PARTY hereto.
12. **COUNTERPARTS / EXECUTION.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be executed via "wet" signature, authorized signature stamp or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means.
13. **ELECTRONIC SIGNATURES.** The PARTIES agree that this Agreement may be signed with electronic signatures. If an electronic signature is used, the PARTIES agree that it is the legally binding equivalent to the signing PARTY's handwritten signature. Whenever either PARTY executes an electronic signature on this Agreement, it has the same validity and meaning as a handwritten signature. The PARTIES agree that neither PARTY will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.
14. **ENTIRE AGREEMENT.** This Agreement may not be superseded, amended or modified except by written agreement between the PARTIES, and signed by a duly authorized official of each of the PARTIES.
15. **CHOICE OF LAW AND VENUE.** This Agreement shall be subject to, governed by and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Agreement shall reside only in courts located in Sedgwick County, Kansas.

REMAINING PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES TO FOLLOW.



WICHITA STATE
UNIVERSITY

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures, said Agreement to become effective as of the later date.

WICHITA STATE UNIVERSITY

COMPANY

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

CONTACT INFORMATION (PHONE, E-MAIL)

CONTACT INFORMATION (PHONE, E-MAIL)

ATTACHMENT 10: CURRENT STATE OF LEAVE MANAGEMENT AND WORKFORCE ACCOMMODATIONS AT WICHITA STATE UNIVERSITY

Currently, Leave Management & Accommodation Administration at Wichita State University (WSU) is a manual process, with no integration with the Human Resource system of record.

I. Definitions

Paid Leave: A leave type in which an employee receives a full or partial wage payment (including but not limited to the use of sick, vacation, paid parental leave, discretionary time accrued or compensatory time) based on their authorized hours/FTE.

Unpaid Leave: A type of leave in which an employee does not receive any type of wage payment for leave time away from work.

Family Medical Leave Act: Provides a period of unpaid, job-protected leave for specified family and medical reasons. Employees must have at least 12 months of total service with WSU or State of Kansas (SOK) within the 7-year period preceding the request and have worked at least 1,250 hours in the 12 months immediately prior to the leave.

Military Activation Pay: Provides a one-time activation gross payment of \$1,500 for all benefits-eligible employees of the SOK who serve in the military reserves and are called to full-time active duty, mobilized, or deployed for more than 30 consecutive days. All benefits-eligible employees are eligible, with no waiting period. This is written into Kansas state statute and does not frequently change.

Military Differential Pay: Provides the difference between the employee's military base pay and the employee's SOK base pay when the military base pay is less than the SOK base pay, not to exceed \$1,000 gross payment per pay period. All benefits-eligible employees are eligible, with no waiting period. This is written into Kansas state statute and does not frequently change.

Paid Military Leave: Provides up to 30 working days (240 hours maximum) per 12-month period beginning October 1 through September 30. All regular, benefits-eligible employees are eligible, with no waiting period. This is written into Kansas state statute and does not frequently change.

Paid Parental Leave: Provides 100% of the employee's base pay for 4 weeks of paid leave for a secondary caregiver or 8 weeks of paid leave for a primary caregiver following birth, adoption, or placement for foster care, typically coincides with FMLA leave. Benefits-eligible employees are eligible after 1 year of continuous employment with WSU or SOK. There are two date fields in our system of record that may be used for this depending on whether the employee has prior SOK service. This is the Kansas Board of Regents (KBOR) policy, and each State University also adopts their own policy that aligns with the KBOR policy. It was implemented in July 2017 and was updated in September 2021.

Personal Leave of Absence: Provides paid or unpaid leave for employees who are not eligible for, have exhausted or needs leave that does not qualify under other leave programs.

Sabbatical Leave: Provides a faculty member who has served continuously for six years or longer with a leave of absence with partial pay for a period up to one year based on certain conditions.

Shared Leave: Provides up to 6 months of paid leave for an employee who is experiencing their own or caring for a family member who is experiencing a serious, extreme, or life-threatening illness, injury, impairment, or physical or mental condition, typically coincides with FMLA or ADA leaves. All benefits-eligible employees are eligible after 6 months of continuous employment with WSU or SOK. This is written into Kansas state statute and does not frequently change.

Workplace Accommodation: A workplace accommodation is an adjustment to a job or work environment that makes it possible for an individual to maintain employment status. Accommodation may include specialized equipment, modifications to the work environment, or adjustments to work schedules or responsibilities. This includes accommodation as a result of a disability (ADA), pregnancy or pregnancy related (PWFA), and Religion.

II. Leave Request and Tracking Process

Excel spreadsheets are currently utilized for tracking leave requests and leave utilization. Employees submit a leave request form, which is a fillable PDF form, either by e-mail or by mail. Leave utilization is obtained from timekeeping records extracted from the Human Resource system of record and reconciled biweekly with the request tracking spreadsheet. The spreadsheets have conditional formatting to assist in identifying late or missing information, as well as to indicate when an employee should be recertifying or returning from leave. However, these only provide a visual indicator, and require manual review, communication, and sending of compliance notices. The two spreadsheets are also linked by dynamic formulas, allowing the reconciliation process to be a little smoother, though it depends upon both sheets being open and correctly sorted.

Types of leave that need to be tracked and/or monitored, both as in-process requests and for leave utilization, include:

- Vacation leave
- Sick leave
- Compensatory Time
- Discretionary Day
- FMLA
- Separate earnings codes for vacation, sick, compensatory time
- No earnings code for unpaid FMLA
- Paid Parental Leave (typically runs concurrent with FMLA)
- Shared Leave (typically runs concurrent with FMLA and/or ADA)
- Paid Military Leave – preferably with ability to classify as exempt or non-exempt from USERRA 5-year service limitations.
- Unpaid military leave – preferably with ability to classify as exempt or non-exempt from USERRA 5-year service limitations.
- ADA leave as an accommodation

Other leave types which are not currently tracked but are available to employees are:

- Faculty sabbatical leave tracked in Banner.
- Jury duty leave

- Bereavement leave
- Donor leave
- Educational release time
- Voting leave
- LTD eligibility (i.e., total days of leave approaching 180 days)
- Workers' compensation
- Leave without pay – typically FMLA, ADA and/or Shared Leave apply, but not always. Needs to be tracked for impacts on health insurance

III. Communication

FMLA communication with employees involves a series of email templates in Word documents, each with highlighting and editor notes to assist in customizing the messaging to the employee and their specific circumstances.

Templates are organized by FMLA leave reason (own condition, caregiver, birth/adoption). Templates are updated from time to time as processes change.

IV. Documentation

Documentation associated with FMLA, and other leaves is stored on a confidential shared drive. This includes Department of Labor (DOL) Wage and Hour Department (WHD) forms, medical documentation, copies of communication to and from the employee and supervisor, and any other information necessary to support the request and approval or denial of a request.

WSU utilizes WHD Forms 381, 380E, 380F, and 382. WSU developed its own form for the initial request for leave and the return-to-work/fitness-for-duty authorization. Additional forms exist for certain types of leave that operate separately from FMLA, such as ADA requests, Shared Leave, and Long-Term Disability claims. Typically, forms are returned by fax or email.

V. Current Process System Gaps

- WSU currently has employees actively working in 30 states, including Kansas. Ensuring compliance with the various state FMLA and other leave or accommodation laws is a manually intensive process.
- Request tracking is currently managed through a series of saved emails in the electronic filing folders and date fields in the request tracking spreadsheet. All entries are manual which has the potential for error.
- Leave utilization is one of the biggest problems that can be addressed by a leave administration partner. Currently, all reporting is dependent upon accurate time entry, which is not available for reconciliation until the pay period has been fully processed, typically a two-week delay. Employees could potentially utilize more than their available FMLA hours before it is reflected in reporting.
- Additionally, exempt and non-exempt timekeeping is managed differently. Non-exempt employees document hours worked, not the actual times that they begin and end work. Exempt employees only report time not worked as leave which decrements the leave balances but is not captured for timekeeping or payroll purposes. There are separate codes for FMLA hours reported as sick leave, vacation and compensatory time leave, and each code must be included in the reporting parameters to accurately capture the leave utilized for non-exempt employees. The ability of a leave administration partner to

accurately manage data, run custom reports on-demand, and flag certain criteria would improve an understanding of leave along with compliance for WSU.

- Workers' compensation is administrated outside of WSU, and reports on lost time payments (TTD) come from the SOK, which results in an adjustment of sick leave hours by payroll. When an employee is receiving TTD due to an FMLA-qualifying workplace illness and/or injury, their hours must be added manually and adjusted for leave utilization reporting.

VI. Workplace Accommodations

Americans with Disabilities Act (ADA)

In accordance with the Americans with Disabilities Act of 1990 (ADA), Sections 503 and 504 of the Rehabilitation Act of 1973 (RA), and the ADA Amendments Act of 2008 (ADAAA), Wichita State University (WSU) prohibits discrimination against qualified individuals with a disability.

For the purposes of employment, the ADA, RA, and ADAAA are designed to help individuals with disabilities access the same employment opportunities and benefits available to individuals without disabilities unless the requested accommodations would pose an undue hardship or a direct threat. These civil rights laws require employers to provide reasonable accommodations to qualified applicants for university positions and current employees.

Americans with Disabilities Act (ADA) – Current Request Process

1. **Employee:** Complete the Employee Request form for ADA and submit it to Human Resources (campus box 15 or email totalrewards@wichita.edu).
2. **HR:** Review, determine if additional documentation is needed and discuss the next steps in the interactive process with the Employee and Supervisor (generally separately), if needed.
3. **Employee:** Ongoing discussions with supervisor, if needed, to identify how adjustments/updates/additional accommodations are working and if there are any needed changes or updates to the accommodation. If adjustments are needed, the employee reaches out to totalrewards@wichita.edu for this request.
4. All completed documentation will be filed in the employees' confidential medical file within the Human Resources Office.

Pregnant Workers Fairness Act (PWFA)

In accordance with the Pregnant Workers Fairness Act (PWFA), Wichita State University (WSU) prohibits discrimination or retaliation against workers with a known limitation related to pregnancy, childbirth or a related medical condition.

For purposes of employment, the PWFA guarantees workers the affirmative right to receive reasonable accommodations for known limitations stemming from pregnancy, childbirth, and related medical conditions unless the requested accommodations would pose an undue hardship to the employer.

Pregnant Workers Fairness Act (PWFA)- Current Request Process

1. **Employee:** Complete the Employee Request form for PWFA and submit it to Human Resources (campus box 15 or email to: totalrewards@wichita.edu).
2. **HR:** Review, determine if additional documentation is needed and discuss the next steps in the interactive process with the Employee and Supervisor (generally separately), if needed.
3. **Employee:** Ongoing discussions with supervisor, if needed, to identify how adjustments/updates/additional accommodations are working and if there are any needed changes or updates to the accommodation. If adjustments are needed, the employee reaches out to totalrewards@wichita.edu for this request.
4. All completed documentation will be filed in the employees' confidential medical file within the Human Resources Office.

Religious Accommodations

In accordance with Title VII of the Civil Rights Act of 1964, Wichita State University (WSU) prohibits discrimination or retaliation against workers based on religious beliefs.

A reasonable religious accommodation is any adjustment to the work environment that will allow an employee to practice their religious beliefs. This applies not only to schedule changes or leave for religious observances, but also to such things as dress or grooming practices that an employee has for religious reasons.

For purposes of employment, the Title VII of the Civil Rights Act of 1964 guarantees workers the affirmative right to receive reasonable accommodations for the religious practice of an employee or prospective employee, unless to do so would cause an undue hardship to the employer. When an employee or applicant needs a dress or grooming accommodation for religious reasons, they should notify the employer that they need such accommodation for religious reasons. If the employer reasonably needs more information, the employer and the employee should engage in an interactive process to discuss the request.

Religious Accommodations – Current Request Process

1. **Employee:** Complete the Employee Request form for Religious Accommodation and submit it to Human Resources (campus box 15 or email to: totalrewards@wichita.edu).
2. **HR:** Review, determine if additional information is needed, and discuss the next steps in the interactive process with the Employee and Supervisor (generally separately), if needed.
3. **Employee:** Ongoing discussions with supervisor, if needed, to identify how adjustments/updates/additional accommodations are working and if there are any needed changes or updates to the accommodation. If adjustments are needed, the employee reaches out to totalrewards@wichita.edu for this request.
4. All completed documentation will be filed in the employees' personnel file within the Human Resources Office

VII. Leave Counts by Type of Activity - August 2022 through July 2023

Month	FMLA	FMLA Recert	PPL	Shared Leave	Military Leave	Personal Leave	Work Comp
Aug	19	0	3	2	1	1	5
Sept	15	0	5	3	7	0	1
Oct	19	0	7	2	2	1	4
Nov	13	1	5	2	2	1	3
Dec	7	0	2	1	0	1	11
Jan	15	1	6	3	3	2	3
Feb	17	0	4	0	1	0	2
Mar	21	3	6	2	0	1	12
Apr	24	3	7	2	4	3	12
May	14	2	6	1	5	4	7
Jun	15	3	5	7	4	6	2
Jul	20	2	6	1	2	4	10
Totals	199	15	62	26	31	24	72

VIII. Accommodation Counts Year to Date 2023

Accommodation Requests CY2023	
January	3
February	2
March	1
April	2
May	0
June	1
July	2
August	3
September	0
October	2
Total YTD	16

Appendix #1: Functional and Technical Requirements

Contractor Name: _____

FUNCTIONAL REQUIREMENT	RESPONSE CODE	ADDITIONAL COST ESTIMATE	ADDITIONAL COMMENTS REQUIRED FOR MNC or NR
Global Configuration, Security & Encryption			
The software can demonstrate compliance with national, state, and local leave laws and regulations			
The software is configurable and can demonstrate compliance with organization's internal leave policies and procedures			
The software can be updated in a timely manner to comply with emergency leave laws and regulations, if needed			
The software can be configured to support multiple types of employment statuses (e.g., full-time, part-time, temporary workers, lecturers/adjuncts, student employees, etc.)			
The software can be configured by company location(s)			
The software can have unique company logos for different organizations			
The software can brand (for each organization) the forms and pages viewed by employees			
The software can be configured to connect an employee to their physical state of residency (i.e., can support laws and/or regulations based on the state in which an employee works)			
The software allows for unlimited users to be in the software concurrently			
The software can configure user defined roles/views at the company/entity level or location			
The software can configure user defined roles/views down to a			

FUNCTIONAL REQUIREMENT	RESPONSE CODE	ADDITIONAL COST ESTIMATE	ADDITIONAL COMMENTS REQUIRED FOR MNC or NR
sub-hierarchy level (e.g., department, cost centers within departments)			
The software allows for role-based security groups or classes to be established. Please describe options for security groups or classes (e.g., HR leave administrator, manager, employee, HR Service Center, etc.)			
The software has spelling, grammar and punctuation checks available for free text fields, and correspondence (i.e., letters and emails)			
The software can attach documents to an individual employee's record (i.e., Excel, Word, PDF etc.)			
The software is functional with any mobile device (i.e., apple, android, tablet, etc.)			
The software can support an unlimited number of organization's leave plans			
The software encrypts sensitive data (e.g., employee SS number; DOB, PHI etc.)			
The software can securely receive, and store protected health information (PHI)			
The software can securely send protected health information (PHI)			
The software can securely receive protected health (PHI) information from medical providers, employees etc.			
The software can integrate leave plan balances in a dashboard presentation to employees			
The software can integrate leave plan usage in a dashboard presentation to employees			
The software can pre-populate form fields with data already collected and housed within the			

FUNCTIONAL REQUIREMENT	RESPONSE CODE	ADDITIONAL COST ESTIMATE	ADDITIONAL COMMENTS REQUIRED FOR MNC or NR
application (i.e., employee name, address, dept, supervisor etc.)			
The software has an audit trail which captures name and timestamp of any user who adds/deletes or modifies information			
The software can support a single sign-on for all purposes of the application?			
Data Storage & Management			
The software can archive data based on the company's and regulatory retention standards. In comments, please describe the process for archiving including location, duration, auto-archiving availabilities			
The software allows for archived data to be searched, extracted, and utilized for reporting and trending of data			
The software can be set-up to purge data by automated purge rules			
The software purge rules can be set up by specific leave types (e.g., FMLA, ADA, Military, etc.)			
The software can be set up to purge data manually			
The software allows for a specific time parameter to be set to recapture purged data			
Data Integration			
The software can integrate data attributes related to an employee's personal/demographic information from Ellucian Banner HR/Payroll software			
The software can integrate data attributes related to an employee's position information from Ellucian Banner HR/Payroll software			

FUNCTIONAL REQUIREMENT	RESPONSE CODE	ADDITIONAL COST ESTIMATE	ADDITIONAL COMMENTS REQUIRED FOR MNC or NR
The software can integrate data attributes related to an employee's org/department/location information from Ellucian Banner HR/Payroll software			
The software can integrate data attributes related to an employee's supervisor information from Ellucian Banner HR/Payroll software			
The software can integrate data attributes related to an employee's pay rate from Ellucian Banner HR/Payroll software			
The software can integrate data attributes related to an employee's hours worked from the Ellucian Banner HR/Payroll software			
The software can integrate data attributes related to an employee's earnings codes from the Ellucian Banner HR/Payroll software			
The software allows for the calculation of hours and/or dollars associated with earnings codes			
The software allows for data transmission through a secure file transmission process			
The software allows for data transmissions to be scheduled and run automatically based on organization's requirements			
The software allows the organization to transmit data on an off cycle, as needed.			
The software can transmit data back to Ellucian Banner related to time records, leave usage etc...			
Leave & Accommodation Request Process/ Employee Experience			

FUNCTIONAL REQUIREMENT	RESPONSE CODE	ADDITIONAL COST ESTIMATE	ADDITIONAL COMMENTS REQUIRED FOR MNC or NR
The software has the ability for an employee to request leave or an accommodation.			
The software has the ability for an employee to report usage related to a leave or an accommodation.			
The software can track an employee's leave or accommodation request(s)			
The software has the ability for an employee to get online assistance with the leave or accommodation application process via chat box			
The software has the ability for an employee to receive status updates on their leave(s) or accommodation(s) request			
The software has the ability for an employee to choose their language preference			
The software has aide validation feature(s) to ensure that error messages are displayed immediately on screen			
The software has the ability for an employee to create a secure login and password authentication for accessing profile and case management activities			
The software has the ability for an employee to manage "forgot username" within the platform			
The software has the ability for an employee to manage "forgot password" within the platform			
The software has the ability for an employee to sign forms digitally through a secure e-signature process			
The software has the ability for an employee to see where they are (tracking/step) in the leave(s) or accommodation(s) request process			
The software has the ability for an employee to exit the request			

FUNCTIONAL REQUIREMENT	RESPONSE CODE	ADDITIONAL COST ESTIMATE	ADDITIONAL COMMENTS REQUIRED FOR MNC or NR
process before completion and data already collected is saved			
The software can automatically notify an employee that they have successfully completed the leave(s) or accommodation(s) request process			
The software allows an employee to update or correct information after initial submission; with all changes tracked w/date, time, and user stamp			
The software has the ability for an employee to select their preference for notifications, such as email notification (e.g., personal or work) or text message			
The software allows for a data repository that is searchable to assist with providing employees information such as policies, procedures, and FAQs			
The software has the ability for the leave administrator to insert or embed videos or links for educational information and training tutorials			
The software has the ability for the leave administrator to request leave(s) or accommodation(s) on behalf of an employee.			
The software provides reporting related to status (real- time) and utilization trending			
The software can administer and manage historical claims			
The software can provide oversight and assist in managing return to work programs			
Leave & Accommodation Management Processing – Administrator			
The software can manage and track multiple and/or concurrent leaves on an intermittent basis			

FUNCTIONAL REQUIREMENT	RESPONSE CODE	ADDITIONAL COST ESTIMATE	ADDITIONAL COMMENTS REQUIRED FOR MNC or NR
The software can manage and track multiple and/or concurrent leaves on a continuous basis			
The software can manage and track accommodation(s) request			
The software can digitally issue the initial leave(s) & accommodation(s) documents to an employee			
The software can calculate and determine leave eligibilities			
The software can issue Rights and Responsibilities, and other compliance/legal notifications and can deliver via e-mail			
The software can verify medical certification and other pertinent documentation			
The software can notify the employee of leave start and end dates			
The software can provide timely leave claim processing that adheres to the Department of Labor mandates			
The software can create and maintain a case management plan for multiple leave types per employee			
The software can detect, notify, track and trend potential leave abuse and non-compliance			
The software can email employee and supervisor information on leave and/or accommodation status, next steps, return to work authorization etc..			
The software can track an employee leave(s) or accommodation(s) requests through its lifecycle			
The software can track hours associated with leave requests			
The software can track dollars associated with leave requests			

FUNCTIONAL REQUIREMENT	RESPONSE CODE	ADDITIONAL COST ESTIMATE	ADDITIONAL COMMENTS REQUIRED FOR MNC or NR
The software can track dollars associated with an accommodation request			
The software can track multiple accommodation requests concurrently (ex: Religious & Workplace)			
The software can track multiple leaves concurrently (ex: FMLA for self and FMLA for a family member)			
The software can track non-FLMA leave types (e.g., bereavement, personal leave, sabbaticals, etc.)			
The software can track the ADA interactive process			
The software can track, report and provide an inventory of current and past ADA accommodations			
The software can track and report on the cost for ADA accommodations (ex: monthly; quarterly; annually)			
The software can date, and time stamp all documents, notes, comments, and messages delivered via the software			
The software can monitor the overall status of outstanding tasks in a consolidated view on a dashboard			
The software notifies the leave administrator of upcoming tasks and past due tasks			
The software can print a hard copy of output documents with proper formatting			
Workflows			
The software allows for configuration of workflow approvers based on the organizational reporting hierarchy			
The software allows for configuration of workflows based on a specific role within an organization			

FUNCTIONAL REQUIREMENT	RESPONSE CODE	ADDITIONAL COST ESTIMATE	ADDITIONAL COMMENTS REQUIRED FOR MNC or NR
The software allows for workflow notifications to be sent via an email			
The software allows for workflow notifications to be sent via text message			
The software allows approvers to approve or decline a workflow directly from an email notification without having to log into the software			
The software allows for workflows to be viewed, approved, or declined from a mobile device			
The software allows for automated workflows which have the flexibility to manually add approvers, as needed			
The software allows an administrator to approve or forward a workflow that is stalled in the approval process			
The software allows the administrator to reassign a workflow(s)			
The software can collect approval and denial signatures electronically within the workflow			
The software dates and time stamps approval and denials within workflows.			
The software allows the status of the workflow process to be displayed for the originator, subsequent approver(s), and software administrator approver queue in real time			
The software allows for the status of the activity (i.e., approvals and denials) to be tracked within the workflow via user identification, and is dated and time stamped			
The software allows auto generated reminders to be sent to approvers who have not acted on			

FUNCTIONAL REQUIREMENT	RESPONSE CODE	ADDITIONAL COST ESTIMATE	ADDITIONAL COMMENTS REQUIRED FOR MNC or NR
a workflow within a defined number of days			
The software allows the organization to determine how many days can lapse before a reminder is sent out based on each individual action and/or workflow			
Dashboards, Notifications, Analytics & Reporting			
The dashboards can be configured and established for different user groups (e.g., employee, supervisor, leave administrator, etc.)			
The dashboards are interactive with the ability to track, analyze, monitor, and visually display key business metrics while allowing users to interact with data (i.e., drill down capabilities.) In the comments, please describe dashboard functionality.			
The software has a robust library of standard reports			
The software has a robust library of standard reports in which custom field names can be displayed			
The software has the ability for custom query/ad-hoc reporting, preferably drag and drop menu selection (Please describe in comments)			
The software has configurable reporting without needed assistance from internal IT, client manager or added wait time			
The software has custom query/ad hoc reports that can be saved and shared with other users			
The software allows all fields within the database to have reporting capabilities based on security level/user role			

FUNCTIONAL REQUIREMENT	RESPONSE CODE	ADDITIONAL COST ESTIMATE	ADDITIONAL COMMENTS REQUIRED FOR MNC or NR
The software can aggregate data via reporting capabilities across the software			
The software can display reports on screen in HTML format			
The software allows reports to be exported in different file formats (e.g., Excel, PDF, CSV etc.)			
The software allows data to be displayed in graphs, charts, and tables			
The software can report on historical data and provide year over year comparisons			
The software allows users to drill down into data directly from a report			
The software has the ability through ad hoc reporting to define and display custom data sets and trend custom data sets			
The software allows the data to be displayed in graph/chart format and has drill down capabilities			

ATTACHMENT 11: STANDARD TERMS & CONDITIONS – SOFTWARE

The parties agree that the following provisions are hereby incorporated into the agreement to which it is attached and made a part thereof:

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the agreement in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. General Data Privacy Regulation (GDPR): a. Wichita State University ("WSU") is subject to the European Union's General Data Privacy Regulation [Regulation (EU) 2016/679] (the "GDPR") when WSU is a "controller" or "processor" of "personal data" from an individual "data subject" located in the European Union, as those terms are defined in the GDPR. Service Provider acknowledges and agrees that it is acting as a "processor" of "personal data" for WSU under this Agreement and that all applicable requirements of the GDPR are incorporated by reference as material terms of this Agreement. Service Provider represents and warrants that (1) it is aware of and understands its compliance obligations as a "processor" under GDPR; (2) it has adopted a GDPR compliance policy/program, a copy of which has been provided to WSU; (3) it will process "personal data" only in accordance with WSU's instructions; and (4) with regard to its obligations under this Agreement, it shall comply with all applicable requirements of the GDPR to the same extent as required for WSU.

b. Service Provider agrees to include these terms and conditions in all subcontractor or agency contracts providing services under this Agreement and Service Provider shall be liable for its subcontractor's compliance with GDPR.

c. Service Provider, within one (1) calendar day after discovery, will report to WSU any unauthorized use or disclosure of personal data. Service Provider's report will identify: (i) the nature of the unauthorized use or disclosure, (ii) the personal data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Service Provider has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Service Provider has taken or will take to prevent future similar unauthorized use or disclosure. Service Provider will provide such other information, including written reports, as reasonably requested by WSU.

d. Upon termination, cancellation, expiration or other conclusion of the Agreement, Service Provider shall return all personal data to WSU within thirty (30) days or, if return is not feasible, destroy any and all personal data pursuant to instructions issued by WSU. Twenty (20) days before destruction of any personal data, Service Provider will provide WSU with written notice of Service Provider's intent to destroy the personal data. Within seven (7) days after destruction, Service Provider will confirm to WSU in writing the destruction of personal data.

e. To the extent that the terms and conditions under this Attachment conflict with Service Provider's privacy policy or Terms of Use, this Attachment shall govern the privacy and confidentiality of Protected or Private Information. The restrictions and obligations under this Attachment will survive expiration or termination of this Agreement for any reason.

f. Service Provider shall indemnify, defend and hold WSU harmless from all claims, liabilities, damages, or judgments involving a third party, including WSU's costs and attorney fees, which arise as a result of Service Provider's failure to meet or breach any of its obligations under this Agreement.

3. General Privacy Laws a. Service Provider acknowledges that its performance of Services under this Agreement may involve access to confidential WSU information including, but not limited to, personally-identifiable information, student records, protected health information, or individual financial information (collectively, "Protected or Private Information") that is subject to state or federal law/rules restricting the use and disclosure of such information, including, but not limited to; the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); and the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of Part 164); the Payment Card Industry Data Security Standards (collectively, the "Applicable Laws"). Service Provider agrees to comply with all applicable federal and state laws restricting the access, use and disclosure of Protected Information.

- b. Service Provider agrees to include these terms and conditions in all subcontractor or agency contracts providing services under this Agreement and [Service Provider] shall be liable for its subcontractor's compliance with all Applicable Laws.
- c. Service Provider, within one (1) calendar day after discovery, will report to WSU any unauthorized use or disclosure of Protected or Private Information. Service Provider's report will identify: (i) the nature of the unauthorized use or disclosure, (ii) the Protected or Private Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Service Provider has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Service Provider has taken or will take to prevent future similar unauthorized use or disclosure. Service Provider will provide such other information, including written reports, as reasonably requested by WSU.
- d. Upon termination, cancellation, expiration or other conclusion of the Agreement, Service Provider shall return all Protected or Private Information to WSU within thirty (30) days or, if return is not feasible, destroy any and all Protected or Private Information pursuant to instructions issued by WSU. Twenty (20) days before destruction of any Protected or Private Information, Service Provider will provide WSU with written notice of Service Provider's intent to destroy the Protected or Private Information. Within seven (7) days after destruction, Service Provider will confirm to WSU in writing the destruction of Protected or Private Information.
- e. To the extent that the terms and conditions under this Attachment conflict with Service Provider's privacy policy or Terms of Use, this Attachment shall govern the privacy and confidentiality of Protected or Private Information. The restrictions and obligations under this Attachment will survive expiration or termination of this Agreement for any reason.
- f. Service Provider shall indemnify, defend and hold WSU harmless from all claims, liabilities, damages, or judgments involving a third party, including WSU's costs and attorney fees, which arise as a result of Service Provider's failure to meet or breach any of its obligations under this Agreement.
4. Accessibility a. Service Provider warrants the products and/or services provided pursuant to this Agreement conform to and are compliant with, and shall conform to and remain compliant with during all terms of this Agreement, the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 11949 (together, the "Rehabilitation Act"), the Americans with Disabilities Act of 1990, as amended ("ADA"), and WSU Policy 8.11 (Accessible Content) (hereinafter, collectively "Accessibility Standards"). If the products and/or services provided hereunder do not fully conform to the Accessibility Standards, or at any point during the duration of this Agreement fail to maintain such conformance to the Accessibility Standards, Service Provider must notify WSU in writing of such nonconformance and should provide detailed information regarding the plans to achieve conformance, including but not limited to an intended timeline.
- b. Service Provider agrees to promptly respond to and resolve any complaint regarding accessibility of its products and/or services provided to WSU under this Agreement. Service Provider further agrees to indemnify and hold harmless WSU against any and all loss or damage to the extent arising out of Service Provider's failure to comply with the Accessibility Standards. Failure to comply with these requirements shall constitute a breach of this Agreement and be grounds for termination for cause. Such termination for cause shall be without penalty to WSU. Upon termination of this Agreement pursuant to this Section, Service Provider shall refund to WSU all monies prepaid for products and/or services provided after the date of termination.
5. Infringement. a. Service Provider warrants and represents that the software, service, and/or deliverables (the "Software Deliverables") provided under this Agreement do not, infringe upon or constitute a misappropriation of any U.S. copyright, trademark, patent, trade secret or other proprietary right of any third party. To the extent permitted by applicable law, Service Provider will indemnify, defend and hold WSU harmless from and against all third-party claims against, and any related damages, claims, expenses (including reasonable attorney's fees), judgments, liabilities and costs ("Losses"), which WSU may suffer or incur arising from any claim or action alleging that the Software Deliverables infringe any U.S. copyright, trade secret, patent, or other proprietary or intellectual property right.
- b. The Service Provider shall, upon WSU's demand, promptly and diligently, defend at its own risk and expense, all such claims for which WSU is responsible under this Section, and further to WSU's indemnification obligations, Service Provider shall pay and satisfy any judgment, decree, loss or

settlement in connection therewith. WSU shall cooperate with the Service Provider in such defense, at Service Provider's sole cost and expense, and may have counsel of its own choosing at its own expense, provided that WSU may not enter into any settlement without Service Provider's prior written approval.

c. Should the Software Deliverables become, or in Service Provider's opinion be likely to become, the subject of an infringement claim, Service Provider shall at its option and sole expense either (a) procure for WSU the right to continue to use the Software Deliverables as contemplated hereunder, (b) modify the Software Deliverables to eliminate any such claim that might result from their use hereunder, or (c) replace the Software Deliverables with an equally suitable, compatible and functionally equivalent non-infringing service at no additional charge to WSU. If none of these options is reasonable available to Service Provider, then this Agreement may be terminated at the option of WSU without further obligation or liability on the part of either party hereto except that Service Provider agrees to promptly refund to WSU the pro-rata portion of any fees prepaid by WSU.

6. Confidentiality a. For purposes of this Agreement, "Confidential Information" shall mean any information disclosed by either party to the other party under this Agreement, either directly or indirectly, in writing, orally or by inspection that (i) if disclosed in written form is marked with the term "Confidential Information," and (ii) if transmitted orally is reduced to writing within fifteen (15) days of such oral disclosure and marked with the term "Confidential Information."

b. Both parties acknowledge that in the negotiation and performance of this Agreement, Confidential Information of each (the "Disclosing Party") has been and will be made available to the other (the "Receiving Party"). The parties agree to use reasonable efforts to maintain the confidentiality of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own highly confidential information but in no circumstances less than reasonable care. To the extent allowed by law, neither party shall disclose the other party's Confidential Information to any person or entity other than its officers, employees, consultants and legal advisors who need access to such Confidential Information in order to effect the intent of this Agreement and who are informed of the obligation to keep such disclosure in confidence without written consent of the other party, and each party shall be responsible to ensure that its officers, employees, consultants and legal advisors comply with the confidentiality restrictions set forth herein. Neither party shall make any copies of the Confidential Information of the other party except as appropriate to perform its obligations under this Agreement. Each party shall reproduce the other party's proprietary rights notices on any such copies of Confidential Information, in the same manner in which such notices were set forth in or on the original.

c. For purposes of this Agreement, the obligations of confidentiality and non-use under this Agreement do not apply to any Confidential Information that is: (i) known to the general public or subsequently becomes publicly known through no wrongful act of the Receiving Party; (ii) developed by the Receiving Party independently and without use of information required to be confidential hereunder; (iii) is disclosed to the Receiving Party by a third party who, to the best knowledge of Receiving Party, is under no obligation to keep such information confidential; (iv) required to be produced by an order of a court or any government agency, provided that, to the extent allowed the Receiving Party gives prompt notice to the Disclosing Party of any such order and reasonably cooperates with the Disclosing Party at the Disclosing Party's request and expense to resist such order or to obtain a protective order; or (v) required to be disclosed pursuant to applicable law including, but not limited to, the Kansas Open Records Act (K.S.A. 45-215 et seq). Further, nothing in this Agreement shall be interpreted to prevent either party from disclosing any Confidential Information as may be required for reporting and/or auditing purposes in the ordinary course of business.

d. Upon written request of the Disclosing Party, at any time during the Term of this Agreement, the Receiving Party will return or destroy all Confidential Information disclosed in written or tangible form in the Receiving Party's possession, and the Receiving Party will destroy all of its copies, excerpts, or notes made by it which contain any portions of the Confidential Information unless otherwise provided for by the parties.

7. Publicity a. Service Provider shall not use the WSU Marks in any publicity, advertising, promotional materials, news release or websites except as set forth in this Agreement or as authorized in writing by WSU's Office of Strategic Communication in each instance. Service Provider may use the name of WSU in a document required to be filed with, or provided to, any governmental authority or regulatory agency to

comply with applicable legal or regulatory requirements. Service Provider may also refer to WSU by name and reprint the Client logo in any internal or governmental report or

summary report prepared by Service Provider as it relates to the services provided by Service Provider to WSU. For purposes of this Agreement, "WSU Marks" is defined as WSU's (and any of its affiliates) characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, and all trade names which are owned, licensed to or controlled by WSU. To the extent that WSU gives Service Provider permission to use any or all of the WSU Marks in accordance with this section, Service Provider shall abide by WSU's Brand Identity Standards, as may be amended from time to time, in its use of the WSU Marks. Further, Service Provider shall not use the WSU Marks for any other purpose not explicitly permitted by WSU hereunder and/or approved in advance by WSU in writing and shall immediately cease all uses of the WSU Marks upon expiration or termination of this Agreement. Under no circumstances shall Service Provider use the WSU Marks in any way that would constitute endorsement, approval, or underwriting of any corporation, product, activity, service or contract by WSU. Service Provider understands and agrees that Wichita State University is the sole and exclusive owner of the WSU Marks and all goodwill pertaining thereto and that nothing in this Agreement shall give Service Provider any right, title, or interest in or to the WSU Marks other than the right to use the WSU Marks in accordance with the terms of this Agreement.

8. Force Majeure: a. Neither party shall be liable to the other for any failure or delay caused by events beyond the party's reasonable control, including, without limitation, a failure to furnish necessary information, sabotage, failures or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, or equipment, or technical failures. (in each case, a "Force Majeure Event"), provided the party that is prevented from carrying out its obligations hereunder (the "Affected Party"): (i) notifies the other party (the "Non-Affected Party") immediately of any Force Majeure Event, and (ii) uses its reasonable best efforts to mitigate and remedy the adverse effects of such a Force Majeure Event. In the event said Force Majeure Event persists for longer than thirty (30) days, the non-Affected Party shall have the option to terminate this Agreement, without penalty. In the event of such termination due to force majeure, WSU shall be entitled to a refund of any pre-paid fees. 9. Prohibited Data Use. No provision of the Agreement or its related terms and conditions shall be construed to permit Service

Provider to use or share any WSU data, including but not limited to personally identifiable information ("PII"), for the purposes of training Artificial Intelligence (AI) whether such AI is owned by Service Provider or a third party.

10. Contractual Provisions Attachment. The provisions found in Contractual Provisions Attachment (Form DA-146a – as modified

by WSU), are hereby incorporated into this Agreement and a made part thereof. Any conflict between this Agreement and Form DA-146a shall be governed by Form DA-146a unless expressly stated otherwise herein. WSU may change the Contractual Provisions Attachment at any time in its sole discretion. Such changes shall be effective upon posting of such updates to the web address listed herein. Contractor is responsible for periodically visiting the Contractual Provisions Attachment webpage to review changes, if any. The Contractual Provisions Attachment can be accessed at:

<https://www.wichita.edu/administration/generalcounsel/DA-146a.php>.