

<https://miami-university.public-portal.sandbox.us.workdayspend.com/bid-details/124026>

Days remaining:

Time remaining 28 days, 07 hours, 35 minutes

28

Days

You must be a registered vendor if you intend to submit a quote on behalf of your company.

Details

Attachments

Event ID

124026

Event Type

RFP

Commodity Codes

UNSPSC - 8360, UNSPSC - 8420

Published Date

10/2/2026

RSVP Date

10/8/2026

Questions Deadline

10/14/2026

Status

Open

Submission deadline

11/1/2026

Description

Miami University - Request for Proposal

Issue Date - 10/03/26

Questions Deadline - 10/13/26

Responses Due - 10/31/26

Goal for Launch (Date) - 01/01/27

Goal for Usability (Date) - 01/01/29

Should you have any questions, please contact...

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Telephone - 859-314-5175

INTRODUCTION/PURPOSE

Miami University is seeking proposals for a replacement ERP system.

These are informal bids and will not be read at a public opening. For the purpose of this document, the terms “bid” and “proposal” are interchangeable, the terms “University” and “Miami” are interchangeable, and the terms, supplier, provider, contractor, operator and similar descriptors have been used throughout this document and shall be considered interchangeable in meaning.

Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format may be rejected. Responding suppliers must include the required information called for in this RFP.

Miami also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) in the form of an addendum.

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate Miami University to award a contract or complete the proposed project and reserves the right to cancel this RFP if it is considered to be in the best interest of the University.

1.0 GENERAL INFORMATION

1.1 Background

We've used an ERP system for a long time, and we want a replacement.

1.2 Nature of RFP

A specific list of requirements is included within this request provided below. All submissions must conform to the requirements found in this Request for Proposals, and must be submitted pursuant to the instructions found in the Section titled "RFP Responses."

1.3 Evaluation Criteria.

The evaluation of the Proposals will be performed and an award of contract will be made based upon Best Value Selection. Determination will be made by a committee consisting of individuals from MU's (Department to receive goods or services) Department, and the Strategic Procurement Department. Evaluation of the Proposals will be based on, but not limited to, the following criteria, which are listed below in no particular order. MU's award decision will be final and binding.

Proposal Evaluation Criteria:

Qualifications

Supplier personnel credentials

Supplier's references

Services being offered by the Supplier, as requested in the Scope of Work.

Supplier's compliance with the terms, conditions and specifications of the RFP

Presentation and / or Interview, if requested.

Responses to requested service scenarios as indicated in the Scope of Work.

Value added Services offered by the Supplier Sustainability Questionnaire

1.4 Supplier Questions

Supplier questions must be submitted according to the schedule in Section 1.5 above via the eBidding online process described in Section 5.1

Questions must include the name, telephone number and e-mail address of the questioner.

1.5 Contract Term

The University desires to enter into a contract with the successful supplier(s) effective _____ with the application to be functional and fully installed by _____ and the service portion to continue until _____. The length of such contract(s) shall be period of time in which to complete the installation of the application, and the hosting/service project in total. The total length of the successive contract extensions shall not exceed twenty-four (24) months. If the University and the supplier are unable to negotiate and sign a contract by _____, then University reserves the right to seek an alternative supplier(s).

1.6 Parties to the Contract

Parties to this contract shall be Miami University, and the successful supplier(s).

1.7 Contract Termination

Miami University may cancel the contract(s) upon 60 days written notice, with or without cause. The supplier(s) may cancel the contract(s) upon 181 days written notice, with or without cause.

1.8 Applicable Law

A contract entered into as a result of this RFP shall be governed and interpreted under the laws of the State of Ohio and must comply with Ohio Revised Code §9.27. Failure to agree to the terms and conditions of this RFP, or to agree to incorporate them into the final agreements may result in rejection of the bid.

1.9 Contract Assignment

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the University's authorized representative named in the contract.

1.10 Entire Agreement

A written contract and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. All previous communications between the parties, whether oral or written, with reference to the subject matter of this contract are void and superseded. The resulting contract may be amended at a future date in writing by mutual agreement of the parties.

1.11 Deviations and Exceptions

Deviations from and exceptions to terms, conditions, specifications or the manner of this RFP shall be described fully on the supplier's letterhead stationery, signed and attached to the proposal submittal page(s) where relevant. In the absence of such statement the supplier shall be deemed to have accepted all such terms, conditions, specifications and the manner of the RFP. A supplier's failure to raise an issue related to the terms, conditions, specifications or manner of this RFP prior to the proposal submission deadline in the manner

described shall constitute a full and final waiver of that supplier's right to raise the issue later in any action or proceeding relating to this RFP.

1.12 Duration of Offer

All proposal responses must indicate they are valid for a minimum of ninety (90) calendar days from the date of the proposal opening unless extended by mutual written agreement between the University and the supplier. Prices and terms of the proposal as stated must be valid for the length of the resulting contract.

1.13 Authorized Signature of Proposer

The proposal must be completed and signed in the firm's name or corporate name of the supplier, and must be fully and properly executed and signed in blue or black ink by an authorized representative of the supplier unless amended and agreed to by all parties.

1.14 Proposal Rejection and Waiver of Informalities

This RFP does not obligate the University to award a contract or complete the proposed project and reserves the right to cancel this RFP if it is considered to be in its best interest. The University also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

- a. reject any and all proposals received in response to this RFP;
- b. select a proposal for contract negotiation other than the one with the lowest cost;
- c. negotiate any aspect of the proposal with any supplier;
- d. terminate negotiations and select the next most responsive supplier for contract negotiations;
- e. terminate negotiations and prepare and release a new RFP; and
- f. terminate negotiations and take such action as deemed appropriate.

1.15 Material Ownership and Disposition of Responses

All materials submitted in response to this RFP shall become property of Miami University and will become public record after the evaluation process is completed and an award decision made. Disqualification of a responder does not curtail this right.

1.16 Cost of Proposal

The University will not be liable for any costs incurred by responders in preparation of a proposal answering this request for proposal.

1.17 Unresolved Finding

The Contractor warrants that it is not subject to an “unresolved” finding for recovery under O.R.C. 9.24. If the warranty is deemed to be false, the Agreement is void ab initio and the Contractor must immediately repay to the Owner any funds paid under this Contract.

Section 2.0 SOLUTION (APPLICATION) SPECIFICATIONS

(Brief intro to details/specification) - The solution for this project/RFP is for the Miami University (department name) Department to The resulting application should comply with the following requirements:

ID

REQUIREMENT DESCRIPTION

Give each requirement a unique ID.

The feature, function, condition or capability that is required from the project, product, service or result.

Category

2

3

4

5

Add additional rows as needed

(insert any other optional requirements or capabilities)

3.0 RESPONSE EVALUATION

Responses will be evaluated and selection criteria applied as described in Section 1.3 of this RFP document. The evaluation and selection process will be performed as described in Section 1.4 according to the timelines established in Section 1.5.

The University does not agree to reach a decision by any certain date, although it is hoped the evaluation and selection will be completed by the date identified in Section 1.5 of this RFP document.

4.0 ADDITIONAL RFP RESPONSE AND CONTRACT REQUIREMENTS

4.1 Notice to Suppliers and Contractors

As a condition of this contract, CONTRACTOR is required to provide a social security number, a federal tax identification number or Ohio tax identification number.

This contract will not be approved unless these numbers are provided.

- a. The University reserves the right to immediately terminate the contract if the supplier is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the supplier. All insurance policies must be available for inspection by Miami and copies of policies must be submitted to Miami's authorized representative upon written request.

4.3 Proprietary/Confidential Information

The University recognizes that in responding to this request for proposals, the supplier may desire to provide proprietary information in order to clarify and enhance its proposal. To the extent permitted by law, the University will keep confidential such proprietary information provided the conditions as described in the following paragraphs are met:

1. Proprietary information is submitted in a separate book or electronic document
2. The separate book or electronic document must be clearly identified as containing proprietary information
3. The reference to the proprietary information must be clearly made in the detailed response, and conversely the section in the proprietary information book or electronic document shall be clearly labeled as to what in the detailed response it references
4. Suppliers should note that Miami University is a public institution, and as such its files are available for public review under Ohio Public Records Law. Suppliers are cautioned to label as "proprietary" only that information which can be clearly demonstrated as being proprietary and not in common use or common knowledge. Labeling as proprietary the complete proposal, the pricing, the narrative response, or other information that is general in nature, may be cause for rejection of a proposal. Company hereby authorizes Miami to disclose copies of this Request, the Agreement, and all invoices, receipts, and purchase

orders related to the Agreement pursuant to a request made under the Ohio Public Records Act without first providing Company notice.

4.4 Conflict of Interest

The supplier must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that it is contemplated in this RFP. The list should indicate the names of the entity, the relationship, and a discussion of the conflict.

4.5 Physical and Data Security

The supplier is required to recognize that on the performance of the contract the supplier will become a holder of and have access to private data on individuals and nonpublic data.

In performance of the contract, the supplier agrees it will comply with all applicable state, federal and local laws and regulations, relating to confidentiality of information received as a result of the contract. The supplier agrees that it, its officers, employees and agents will be

bound by the above confidentiality laws and that it will establish procedures for safeguarding the information.

The supplier agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The supplier agrees that neither it, nor its officers, employees or agents will disclose or make public any confidential information received by the supplier on behalf of Miami and the University.

The supplier shall recognize Miami's sole and exclusive right to control the use of this information. The supplier further agrees it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the contract. Upon the expiration of this contract, any data provided by Miami to the supplier must be destroyed.

The supplier agrees to indemnify and hold harmless Miami University from any and all liabilities and claims resulting from the unauthorized disclosure by the supplier, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The supplier must return all source data to the "Authorized Representative" to be identified in the contract.

4.6 Liability

The supplier agrees to indemnify and save and hold the University, its agents and employees, harmless from any and all claims or causes of action arising from performance of any resulting contract by Supplier or Supplier's agents or employees. This clause shall not be construed to bar any legal remedies Supplier may have for the University's failure to fulfill its obligations pursuant to contract.

4.7 Non-Discrimination

In connection with the performance of work under contract for the University, supplier agrees adhere to all Miami University policies found at:

<https://miamioh.edu/policy-library/>

4.8 Licenses, Codes and Laws

The successful Supplier shall have and maintain a valid and appropriate business license, if applicable, as well as all required local, state and federal licenses. Supplier shall also meet all local, state and federal codes and comply with all applicable federal and state laws during the performance of the contract.

4.9 Contract

The contract entered into by the University and the successful supplier shall include and incorporate this Request for Proposal, the signed Proposal submitted by the successful supplier, any modifications agreed to in writing by the parties and the final executed Contract document.

4.10 Federal Accessibility Compliance

Accessibility: Supplier warrants that it complies with federal disabilities laws and regulations. Supplier hereby warrants that the Supplier Technology to be provided under this Agreement to End Users and Public Users comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194, and Supplier further warrants that its products is compliant with WCAG 2.1 AA guidelines.

Within 30 days of delivery and complete installation, and prior to payment, the University reserves the right to perform acceptance testing or to have tested at Supplier's expense the Supplier's technology and services with features represented as compliant by Supplier to the accessibility standards set forth in this section. If testing discloses the products or services are not compliant, Supplier will resolve the identified noncompliance at Supplier's expense based on a mutually agreed upon timeline before the University will approve invoices for

payment. If products or services are found not in compliance as set forth in this section during actual use of product or services by the University, Supplier will promptly resolve the identified breach at Supplier's expense based on a mutually agreed upon timeline.

Supplier further agrees to indemnify and hold harmless the University from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of the Agreement.

4.11 Independent Contractor:

Nothing in the request for proposals is intended or will be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the proposer the agent or representative of Miami University for any purposes in any manner whatsoever. The proposer is, and will remain, an independent contractor with respects to all material and services performed under contract.

4.12 Insurance:

The contractor shall maintain effective comprehensive automobile liability insurance and general liability insurance during the full length of any resulting contract and the University

shall be provided with Certificates of Insurance, naming Miami University as an additional insured, for the required policies in the minimums listed below:

1. Automobile Liability Insurance \$1,000,000 combined single limit per accident for bodily injury and property damage. This requirement is necessary if a contractor will operate owned vehicles or rental vehicles on any of Miami's campuses.
2. General Liability \$1,000,000 each occurrence and \$3,000,000 aggregate.
3. If the Provider will have access to Miami's information technology or information systems, then Provider shall procure Cyber Liability Insurance, including first party and third-party coverage, with limits no less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate.

Supplier shall also be responsible for carrying Worker's Compensation Insurance for its employees, and a valid certificate of coverage shall be provided the University at inception of the contract.

Other insurance requirements can be found in section 2.04 Non Construction Goods & Services Insurance Requirements at https://www.miamioh.edu/fbs/strategic-procurement/purchasing/transacting/handbook/index.html?_ga=2.193725869.104507703.1679927516-1644876759.1649685401

4.13 Sustainability Statement:

Miami strives to conduct business in a sustainable manner that balances economic priorities with environmental health and social impact and prefers to do business with companies that share our commitment to sustainability and will partner with us to further sustainability objectives. Miami endeavors to minimize the adverse life cycle effects of the products and services it utilizes, preferring to purchase items with recognized certifications and/or attributes, e.g. Energy Star™, FSC, Safer Choice and Fair Trade.

Please include as part of your proposal, pertinent information in reference to any sustainable practices

and products. These programs or policies can be, but are not limited to...

reducing, reusing and recycling resources

disposal of organic and other solid waste

conservation efforts regarding transportation

Energy and water

Disposal of hazardous waste

Additionally, respondents to this RFP should, as part of their proposal, provide answers to the following goods/services-specific Sustainability Questions –

· (insert RFP specific sustainability questions from department, if applicable. Please discuss this section with your Category Leader in Procurement)

5.0 RFP RESPONSES

5.1 Submission Requirements

Deadline for Submissions -

Electronic Proposals received after this date and time will not be viewed in the selection process and will be deleted from the eBidding online system.

Fax responses will not be considered.

Alterations in cost figures used to determine the lowest priced proposal will be rejected unless initialed in blue ink by the person responsible for or authorized to make decisions as to price quoted. The use of "white out" is considered an alteration.

5.2 Proposal Content

a. Failure to submit proposals in accordance with the RFP requirements will be grounds for rejection.

b. References: Provide at least two references for similar projects, preferably in higher education. Please provide contact information (contact name, phone number, and email address) for these references.

c. Responses to this RFP must be presented in the same order as in the RFP, item by item. Where no specific response is deemed necessary, please simply indicate supplier's awareness and understanding of the requirement.

d. All required forms, tables, and attachments to this RFP must be completed in their entirety as applicable, in ink or typewritten/word-processed, signed, and attached to the supplier's proposal upon submission.

e. The Proposal Offering Form must be signed by an authorized member of the firm.

f. Supplier must warrant that the proposed solution meets or exceeds all specifications contained or referenced herein.

g. In presenting a proposed solution, supplier should be as thorough and detailed as possible so that the University may properly evaluate the supplier's capability to provide the required services. The supplier must clearly state in the proposal any exceptions to, or deviations from, the specifications, terms, and conditions.

h. Supplier remains solely responsible for the accuracy of the proposal as to system performance, material quality and material quantity. Supplier should clearly indicate any items to be used in its implementation that are expected to be provided by the University.

i. Prices and terms of the proposal as stated must be valid for the entire length of any resulting contract, unless changes are made through mutual consent.

j. The University reserves the right to waive technicalities or irregularities, to accept any portion of a response when responses are by items, to reject any or all responses, and to make decisions for the best interest of the University.

k. All costs associated with the service proposed must be made explicit in the supplier's response. Any costs incurred by the supplier in the completion of any award issued on the basis of this proposal, but not explicitly stated in the supplier's response, shall not be payable.

I. By submitting a response to this RFP, the supplier agrees to be bound by all terms and conditions of this RFP and will incorporate by reference this RFP into the resulting contract.

5.3 Proposal Offering Form

The Proposal Offering Form attached to this RFP must be completed, signed by an authorized representative of the supplier, and submitted with each supplier's response.

5.4 Value Added Services

Suppliers are requested to propose a rebate to the University. This rebate can be structured in various forms, including, but not limited to, a direct monetary return or a contribution to student scholarships or other University initiatives.

In your proposal, please clearly detail the following regarding your proposed rebate:

- Rebate Percentage or Structure: Specify the percentage, tiered structure, or other method of calculating the rebate. Please provide clear examples based on potential spending levels.

- Rebate Frequency: Indicate how often the rebate would be provided (e.g., annually, quarterly).
 - Form of Rebate: Clearly state the proposed form(s) of the rebate (e.g., direct payment, scholarship fund contribution, in-kind services). If proposing a scholarship contribution, please outline any proposed administrative processes or restrictions.
 - Reporting and Tracking: Describe how spending will be tracked and reported to facilitate the rebate calculation.
 - Any Conditions or Limitations: Clearly outline any conditions or limitations associated with the rebate offer.
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6.0 GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions shall apply to this RFP, and shall be incorporated by reference into the winning bidders' subsequent contracts and/or agreements:

Miami University

Office of Strategic Procurement

Oxford, Ohio

General Terms & Conditions

Rights Withheld: Miami University reserves the right to accept or reject any or all proposals, or parts of Proposals, to waive any technicalities or irregularities, and to accept that proposal which is in the best interest of the University.

Additional Information, Pricing and Negotiation: In the event that information or pricing submitted by the supplier is unclear to the University, the University may request additional explanation and/or pricing break-downs from the supplier for the purpose of evaluation and decisions. The University may also request pricing from proposers for available components and/or features not included by the proposer initially, but are learned about during the evaluation process and judged to be of interest to the University. The supplier shall answer requests for additional information or clarification in writing, and these responses will become part of the supplier's proposal. Suppliers failing to provide adequate information on any issue in a timely manner to allow a comprehensive evaluation by the University shall be considered unresponsive, and their proposal subject to rejection.

The University may negotiate with proposers responding to the request for proposals, within the requirements of the request, to serve the best interests of the University. In the event the University is unsuccessful in negotiating a contract with the apparent best supplier within a reasonable time frame, the University may begin negotiations with another proposer. Suppliers are cautioned, however, to submit proposals initially on a most favorable basis, since an award decision may be made without any negotiation, based on the value and terms of the original proposal.

Negotiations: Miami University reserves the right to negotiate any and all terms, conditions, and specifications of the proposal selected.

Buy Ohio: Award of this contract will be subject to Section 125.09 and 125.11 of the Ohio Revised Code.

Option to Award: Any agreement entered into as a result of this inquiry may be awarded to one supplier or to several as multiple awards, whichever is in the best interest of the purpose and intent of the University.

Proprietary/Confidential Information: The University recognizes that in responding to this request for proposals, the supplier may desire to provide proprietary information in order to clarify and enhance their proposal. To the extent permitted by law, the University will keep confidential such proprietary information provided the conditions as described in the following paragraphs are met:

- a. Proprietary information is submitted in a separate book or electronic document;
- b. The separate book or electronic document must be clearly identified as containing proprietary information.

The reference to the proprietary information must be clearly made in the detailed response, and conversely the section in the proprietary information book or electronic document shall be clearly labeled as to what in the detailed response it references.

Proposers should note that Miami University is a public institution, and as such its files are available for public review under Ohio Public Records Law. Suppliers are cautioned to label as "proprietary" only that information which can be clearly demonstrated as being proprietary and not in common use or common knowledge. Labeling as proprietary the complete proposal, the pricing, the narrative response, or other information that is general in nature, may be cause for rejection of a proposal.

Diversity Goals: Miami University supports the State of Ohio (MBE) Minority Business Enterprise and (EDGE) Encouraging Diversity, Growth and Equity Business Development

Programs. The University has established goals for EDGE Certified Business Participation for University contracts that include goods, services, construction and professional design services. Similar goals are established for MBE. If you are an MBE or EDGE certified supplier, please indicate so as a part of your response to this request. For further information on MBE/EDGE Programs, please refer to [Http://www.das.ohio.gov/Eod/Index.htm](http://www.das.ohio.gov/Eod/Index.htm)

Standard, Alternates, Deviations: Equipment quoted shall be new, or in excellent condition, and conform to the best practices known to the trade in design, quality of materials, and workmanship. The detailed specifications and any standards indicated, establish a basis of design for constructability, quality, durability, and operational characteristics for the products to serve the needs of the University and its students.

Whenever in the specifications an item or piece of equipment is defined by describing a proprietary product or by using the name of a manufacturer or supplier, and the term "or acceptable equivalent", this is done for the express purpose of establishing a basis of design, construction, quality, durability, and operational characteristics, and not for the purpose of limiting competition.

Bidders shall submit with their proposals, detailed specifications and literature of each item they propose as meeting the specification. Design and/or service which takes exception to or deviates from the specifications, shall be fully outlined, explained, and justified.

Terms: The terms and conditions of this Request for Proposal and any resultant contract take precedence over any signed lease terms and agreements. Bidder's printed terms and conditions are NOT considered specific exceptions and will NOT be accepted.

Payment: It is Miami's strong preference that all amounts due and owing under this Agreement will be paid via Miami's Single Use Account (SUA) virtual credit card program (the "Program"), currently offered through J.P. Morgan Chase. If Contractor enrolls in the Program, then all payments due under this Agreement will be paid immediately upon Miami's processing of each invoice submitted by Contractor. If Single Use Account is not accepted, Miami will set payment terms as 2%/Net10, Net30 via ACH. Unless otherwise set forth in a SOW, Miami shall pay the Fee in equal monthly installments during the Term, with

the first installment payable on the date that is thirty (30) days from the Effective Date of this Agreement. Thereafter, all subsequent undisputed installments will be payable on the anniversary date of the first installment payment. Accordingly, all bid responses must include a statement indicating the bidder's willingness to enroll in and utilize Miami's SUA payment program. Information related to the Program may be found at the following website:

<https://miamioh.edu/finance-business/controller/accounts-payable/payment-methods.html>

Payment terms must be at least net 30 days. Any cash discounts offered will be accepted and are encouraged. **PRICES MUST BE FIRM.**

Buyers' Option: Miami University reserves the right to ask for a demonstration and/or to visit the supplier or manufacturer prior to an award. In the event supplier is requested to attend a site visit, any expenses incurred shall be borne by the supplier. In the event Miami University seeks to visit the supplier or manufacturer for purposes of evaluation, any expenses incurred shall be borne by the University.

Delivery: If so requested, delivery time shall be stated on the proposal. Please state an accurate and realistic delivery time frame. Significant variances in stated delivery times may be taken into consideration in determining the lowest responsible and responsive proposal.

Shipping: All quotations to be F.O.B. Miami University, full freight allowed.

Warranties: Complete warranties, both on parts and service labor, applying to any material or equipment purchased as a result of this bid request must be submitted and clearly specified. The service center responsible for Oxford, Ohio must be stated for each material item.

Equal Employment Opportunity: The Equal Employment Opportunity Proposal Conditions of the Ohio Revised Code Sections 153.59 and 153.91, and the Governor's Executive Orders of

January 27, 1972, and 84-9 of February 15, 1984, are applicable to this proposal invitation. The supplier shall not discriminate against or intimidate any person hired for performance of the work by reason of race, color, religion, national origin, ancestry, sex, or handicap. For any violation the supplier shall suffer such penalties as provided for in Section 153.60 O.R.C. and the Governor's Executive Order of January 27, 1972.

Independent Contractor: Nothing in the request for proposals is intended or will be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the proposer the agent or representative of Miami University for any purposes in any manner whatsoever. The proposer is, and will remain, an independent contractor with respects to all material and services performed under contract.

Taxes: It is understood that all proposals received shall be exclusive of any Use or Sales Tax, Federal, State, or Local. The University is an institution qualified for exemption from customary taxes, and exemption certificates will be furnished upon request.

Intellectual Property: Ownership of the intellectual property generated for Miami University by any contract resulting from this solicitation and paid for in accordance with the agreed upon fee schedule shall reside with the university. Any intellectual or commercial property rights created or obtained through performance of a contract with Miami University shall belong to Miami University. Neither Contractor nor its officers, directors, agents, or employees shall have authority to apply for the ownership or registration of any intellectual or commercial property rights created or obtained through performance of services provided. Nor shall Contractor, its officers, directors, agents, or employees use MU intellectual or commercial property during the term of the agreement for any purpose other than providing the services and after the termination of the agreement for any purpose.

Accessibility: Provider warrants that it complies with federal disabilities laws and regulations. Provider hereby warrants that the Provider Technology to be provided under this Agreement to End Users and Public Users comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194, and Provider further warrants that its products is compliant with WCAG 2.0 AA guidelines. Within 30 days of delivery and complete installation, and prior to payment, the Licensee reserves the right to perform acceptance testing or to have tested at Provider's expense the Provider's technology and services with features represented as compliant by Provider to the accessibility standards set forth in this section. If testing discloses the products or services

are not compliant, Provider will resolve the identified noncompliance at Provider's expense based on a mutually agreed upon timeline before Licensee will approve invoices for payment. If products or services are found not in compliance as set forth in this section during actual use of product or services by Licensee, Provider will promptly resolve the identified breach at Provider's expense based on a mutually agreed upon timeline. Provider further agrees to indemnify and hold harmless the Licensee from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of the Agreement.

Acceptance: All goods and services furnished shall be subject to acceptance by the University. Acceptance shall be defined in any resulting contract between the University and the supplier to ensure that all specifications and requirements of the University and proposed by the supplier in their proposal are met to the full satisfaction of the University.

Terms of Contract: Any contract resulting for this solicitation shall be for a period to complete the project timeline as identified in the specifications. If at any time the parties desire to consider additional work and services within the scope of the project deliverables, the contract may be renewed for up to three additional one-year periods upon mutual agreement of the contractor and the University. If the contract is extended, prices and discounts from the original purchase shall be incorporated and followed.

The contract resulting from this solicitation may be cancelled by either party upon sixty (60) days written notice.

In the event the contractor shall fail to maintain and keep in force insurance coverage, Worker's Compensation insurance, and any other licenses and permits required by these specifications, after determination by the University, the University shall have the right to cancel and terminate this contract forthwith and without notice.

This agreement shall not be assigned by the contractor, in whole or in part without the prior written consent of the University.

Contract Changes: The University may seek additional services in order to accomplish the requirements for this project. Such modifications shall be accomplished by a change order

to the contract. All changes or modifications to any resulting agreement are subject to the approval of the University representative prior to inception or incorporation. Modifications may include but are not limited to, level of service, modifications to the scope of work as described in the specifications and proposal documents, supplier's proposal, or adding additional related work not anticipated at the time of award. To the extent possible any adjustments to the contract shall be based on prices and discounts within the original proposal. Major modifications to the agreement are subject to the approval of the Chief Procurement Officer.

Governing Law: Any contract or agreement resulting from this solicitation will be construed and enforced in accordance with the laws of the State of Ohio and of Butler County, Ohio.

Indemnification: The University may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.

Insurance: The contractor shall maintain effective comprehensive automobile liability insurance and general liability insurance during the full length of any resulting contract and the University shall be provided with Certificates of Insurance, naming Miami University as an additional insured, for the required policies in the minimums listed below:

Automobile Liability Insurance \$1,000,000 combined single limit per accident for bodily injury and property damage. This requirement is necessary if a contractor will operate owned vehicles or rental vehicles on any of Miami's campuses.

General Liability \$1,000,000 each occurrence and \$3,000,000 aggregate.

If the Provider will have access to Miami's information technology or information systems, then Provider shall procure Cyber Liability Insurance, including first party and third-party coverage, with limits no less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate.

Supplier shall also be responsible for carrying Worker's Compensation Insurance for its employees, and a valid certificate of coverage shall be provided the University at inception of the contract.

Other insurance requirements can be found in section 2.04 Non Construction Goods & Services Insurance Requirements-https://www.miamioh.edu/fbs/strategic-procurement/purchasing/transacting/handbook/index.html?_ga=2.193725869.104507703.1679927516-1644876759.1649685401

The contractor shall also be responsible for carrying Worker's Compensation Insurance for its employees, and a valid certificate of coverage shall be provided the University at inception of the contract.

Recovery Finding: Contractor warrants that it is not subject to an unresolved finding for recovery under O.R.C. 9.24. If the warranty is false on the date the parties enter into agreement, the Agreement is void ab initio, and the Contractor must immediately repay any funds paid under this agreement.

Ohio Law: In the event that the University awards a contract, then the successful Proposer must certify that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

Conflicts of Interest and Ethics Compliance: No personnel of Company or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this

Agreement, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any action would not be contrary to the public interest.

Company represents, warrants, and certifies that it and its employees engaged in the administration or performance of the Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-O15. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Governor's Executive Orders may be found by accessing the following website:
<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders>.

Supplier Code of Conduct: Miami University is dedicated to maintaining excellence and integrity in all aspects of its educational and business activities. The trust of the community we serve -- our students and their families, our trustees and staff, our business associates, and the general public -- is vital to the image and economic success of our institution. In keeping these core values, we depend upon the responsible, law-abiding, and morally correct behavior of all suppliers we conduct business with.

Miami has a Supplier Code of Conduct that describes the fundamental ethical and behavioral principles that govern all suppliers who do business with any of our institutions. We expect all suppliers to honor this commitment and abide by the provisions of this Supplier Code of Conduct as a condition of doing business with Miami.

In doing business with Miami, our suppliers and their representatives are expected to:
Engage in legally-compliant and ethically-sound behavior during the course of business;
Promote fair and respectful interaction with University personnel and third parties; Display a commitment to the environment and to society; Be committed to workplace and product safety; Reject all forms of discrimination & harassment; Display professionalism, fairness, and reliability in all business relations.

It is the responsibility of each supplier to ensure that its representatives understand and comply with the Miami Supplier Code of Conduct. Further, participation in conduct or practices that violate the terms and spirit of this Supplier Code of Conduct may result in termination of a supplier's business relationship with Miami.

