



Request for Proposal: Website CMS and Personalization Solutions

Issue Date:	<u>10/28/2025</u>
Bidders' Written Inquiries	11/14/2025
Responses Due:	11/25/2025
Goal for Launch (date):	<u>01/16/2026</u>

Proposals to be received via Electronic Bidding process at:

<https://miamiu-ohiousourcing.ionwave.net/Login.aspx>

Category Leader:

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INTRODUCTION/PURPOSE

Miami University is seeking proposals for one or more tools — including, but not limited to, a cloud-hosted (preferred) or self-hosted enterprise content management system—that can integrate with our web tools and CRM, Slate. We desire a system that is easy to use on a feature-rich platform, supporting multiple content types, flexible page layouts, multimedia, and enabling large-scale content personalization, while integrating seamlessly with our branded look and feel. It is essential that the system be intuitive, allowing people with minimal training to find and update their own web content.

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

The solution for this RFP is for the Miami University Communications and Marketing Office to identify scalable, cloud-hosted (preferred) enterprise solutions that can manage over 300 sites and more than 13,000 pages, with robust support, accessibility compliance, flexible content authoring, and strong governance features. The ideal solution(s) should be user-friendly, vendor-supported, integrate with third-party tools, and include enhancements like personalization, AI-powered search and editing, device previews, and SEO/GEO/AEO optimization.

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 this RFP may be based upon, but not limited to:

- Ability to meet requirements as outlined above

- User experience, ease-of-use by web developers, administrators, editors, and other stakeholders. This includes demonstrations and testing outcomes.
- Total cost of ownership
- Supplier references and past performance
- Customer service and support options
- Exceptions to terms and conditions

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 on or by January 16, 2026. The initial term will expire June 30, 2028 with the option to renew for 8 additional 12-month terms for systems that require annual renewal. If the University and the supplier are unable to negotiate and sign a contract by January 31, 2026, 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 Language

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: Deliverables, Mandatories, and Expectations

Deliverables could be awarded at Miami’s discretion in part to multiple vendors or in full to a single vendor, depending on the services and offerings proposed. Some parts of the RFP may be awarded to no one, depending on how we prioritize spending out of our available budget.

Content Management System (CMS)

The resulting content management system should comply with the following requirements:

ID #	DESCRIPTION (feature, function, condition, or capability for the project)	Required or preferred feature	Category
1	The system must be easy to use for non-technical web editors to create web pages, update their content, manage files and media, such as images, videos, and documents.	Required	Content Authoring
2	The system must allow for the creation of a variety of content types, offer flexible page layouts, and metadata fields for SEO content.	Required	Content Authoring
3	The system must have a way to manage news articles and aggregate content based on multiple taxonomies/categories (e.g., date, departments, topics), and have a way to search for and share articles across sites.	Required	Content Authoring
4	The system must allow for multiple working sessions in multiple browser tabs simultaneously.	Required	Content Authoring
5	The ability to schedule publishing to make content live at a future date or to publish pages on demand.	Required	Content Authoring
6	Ability to have a piece of content that can be updated in one place but appear on multiple pages. For example, rankings and statistics: have a library of rankings that could be displayed on multiple pages and we update them once.	Required	Content Authoring
7	An SEO metadata and content builder.	Required	Content Authoring
8	Ability to search for/audit content within the system, including pages, files, folders, documents, keyphrases within content, etc. We need to be able to export these reports into spreadsheets.	Required	Governance
9	The system must provide workflows to monitor document uploads and facilitate content quality reviews, approvals, and other compliance processes.	Required	Governance
10	The system must provide reports for system usage, analytics, broken links, stale content, accessibility errors, and SEO quality.	Required	Governance
11	Content versioning is required, and all past versions of content must be maintained and easily accessible at any time, including the ability to revert pages and assets to any previous versions to meet records retention needs as a public State of Ohio institution.	Required	Governance
12	Must have a way to archive old content and prevent deletion of any existing content.	Required	Governance
13	Must be able to customize the WYSIWYG editor features to prevent editors from adding their own fonts and colors to the site content.	Required	Governance

14	A responsive support team that can quickly respond to issues or change requests within 24 hours, a more immediate response for high priority issues, and is easy to access through chat and email communications.	Required	Support
15	Provides support for migration to a new CMS. Please describe your migration support options with costs. See the Migration Support and Costs sections below.	Required	Support
16	Documentation and virtual, live or asynchronous, training are provided to various roles, including web editors, web developers, and system administrators.	Required	Support
17	A cloud-hosted (preferred) or self-hosted enterprise content management system that can manage 300+ sites comprising 13,000+ pages, run by 160+ users, and is supported by the vendor with regular upgrades and feature improvements. We are not looking to develop a custom CMS.	Required	System
18	Allows content to be reviewed by multiple parties on test before going live to the public.	Required	System
19	Ability to publish content to multiple servers/destinations.	Required	System
20	Content personalization and customization, which tailors page content and media to a variety of audience segments, demographics, and personas, can be built into the CMS or integrated with personalization tools.	Required	System
21	The content management system must meet WCAG 2.1 AA to provide access to all web editors, including those who use assistive technology, to maintain their web pages, and must support WCAG 2.1 in delivered content. The content management system should have a roadmap for meeting ATAG 2.0 standards.	Required	System
22	The content management system is secure and allows for single sign-on.	Required	System
23	Easy to manage redirects and provides error reporting to reduce risk prior to saving changes.	Required	System
24	Ability to see which pages are being actively worked on by another user to avoid overwriting someone else's work.	Required	System
25	The system must be compatible with our current website templates and designs.	Required	System
26	Must have a way to support pages with content in multiple languages.	Required	System
27	Must be able to include content from Miami's third-party platforms, such as pull in events from Localist, work	Required	System

	with Slate CRM and Google Analytics, pull in RSS feeds from other sources, etc.		
28	The system must provide robust permissions for managing access to content for specific roles, sites, and pages.	Required	User Activity
29	Easy to set up new user accounts and permission groups.	Required	User Activity
30	Ability to work with the following third-party tools: Localist/Concept3D for event calendaring, Google Analytics, Google Tag Manager, Slate CRM, Google Search Console, Tableau	Required	System
31	Ability to edit images (crop, resize, select area of emphasis within photos, etc.) in the system.	Preferred	Content Authoring
32	Ability to easily see what has changed in a page, track changes, and revisions by content reviewers.	Preferred	Content Authoring
33	AI support for content editing.	Preferred	Content Authoring
34	Ability to preview pages for different devices (mobile/desktop)	Preferred	System
35	Ability to determine if a piece of content isn't in use and could be archived without breaking other pages or links.	Preferred	System
36	Ability to customize the WYSIWYG editor for different content types and provide some premade style options.	Preferred	System
37	Ability to set a page or site to require a login before the visitor can access that content.	Preferred	System
38	Ability to notify users or prevent users from uploading images that are too big.	Preferred	System
39	Ability to easily reorganize content within a page.	Preferred	System
40	Ability to collect feedback from users.	Preferred	System
41	Ability to notify all CMS users within the system and by email of changes they should be aware of.	Preferred	System
42	Ability to see what you previously worked on, work history.	Preferred	System
43	Ability to copy pages, folders, or pieces of content within a page.	Preferred	System
44	Ability to work with or replace the following third-party tools: Web forms via Google Forms or Qualtrics, Google Programmable Search, WordPress	Preferred	System

CMS Exceptions

Some Miami departments, including Athletics, Advancement, the Miami Courselist/Bulletin, the Libraries, Faculty research, other course sites, and student organizations, use other CMS systems that are outside the scope of this RFP.

Program Finder

Miami is seeking to migrate and integrate our existing academic [program search](#) tool, currently hosted in WordPress, into the primary CMS in order to streamline systems, consolidate high-priority content under the top-level domain, and strengthen overall SEO performance. This integration should ensure a seamless user experience, consistent branding, and improved discoverability of academic programs.

The enhanced Program Finder should provide a robust, user-centered browsing, filtering, and search experience tailored specifically to prospective students evaluating academic offerings. At a minimum, the solution should include:

- **Faceted/Filtered Navigation:** Users must be able to narrow results by key attributes such as degree type, academic discipline, career outcomes, format (in-person, online, hybrid), and location; or search by keyword and title.
 - If a user searches by multiple filters, the list should be able to return results that match all of those filters to narrow down their options.
- **Configurable Taxonomies:** Administrative users must be able to define, update, and reprioritize categories and filters without vendor assistance. Categories should be linkable to prefiltered views.
- **Dynamic Program Presentation:** The ability to highlight featured or strategic programs within listings or on landing pages to support enrollment priorities.
- **Scalability:** Capacity to accommodate new programs and career pages and evolving academic structures with minimal redevelopment.

Unlike the global AI-powered site search, the Program Finder should be purpose-built for exploring Miami University's academic offerings and potential career possibilities, with emphasis on **structured data, advanced filtering, and tailored program discovery pathways**.

Migration Support

Provide a detailed explanation of your migration strategy for transitioning our existing websites into the proposed Content Management System (CMS). The response should include, at a minimum:

- **Migration Approach**

- Describe your overall migration methodology, including whether you recommend automated, manual, or hybrid migration strategies.
- Explain how you handle structured and unstructured content (e.g., text, images, media files, metadata, SEO tags, accessibility features).
- **Tools and Processes**
 - List the tools, scripts, or platforms you use to facilitate migration.
 - Outline the process for mapping legacy content types to the new CMS structure.
 - Indicate how you preserve URLs, redirects, links, and SEO value.
- **Data Integrity and Quality Assurance**
 - Explain how you will validate migrated content for accuracy, completeness, and formatting.
 - Describe any quality assurance (QA) processes to identify and resolve migration errors.
 - Provide information on how accessibility standards (WCAG 2.1 AA or higher) will be maintained throughout the migration.
- **Customization and Flexibility**
 - Indicate your ability to accommodate custom content types and data formats.
 - Describe how your migration plan can be adapted if additional content or systems need to be included.
- **Roles and Responsibilities**
 - Clearly state which tasks will be handled by your team, how many people can assist with the work, and which tasks require involvement from our staff.

AI-Powered Site Search

Miami is seeking an integrated site search solution to replace our current Google Programmable Search. The new search system should leverage artificial intelligence (AI) and natural language processing (NLP) to deliver highly relevant results from within Miami University's web domains that improve user experience and align with modern expectations for search.

Your response should include, at a minimum:

- **Search Capabilities**
 - Describe how your solution uses AI/NLP to understand user intent and provide a ranked list of relevant URLs and content.
 - Explain how the system handles synonyms, misspellings, acronyms, and natural language queries.
 - Outline the ability for users to refine or filter search results (e.g., by topic, date, content type, or audience).

- Detail how your system handles predictive search, autocomplete, and “did you mean?” functionality.
- **Content Coverage**
 - Identify which types of content can be indexed (e.g., webpages, PDFs, multimedia, external links).
 - Describe how you ensure that only appropriate, public-facing content is included in the search index.
- **Integration and Customization**
 - Describe how the search tool integrates with a CMS.
 - Explain customization options such as weighting certain types of content higher, controlling relevancy tuning, and search result design.
 - Provide examples of user interface (UI) flexibility for embedding the search box and displaying results.
 - Explain if there can be multiple site searches and if a given search tool can be limited to only look at content within specific sections of the site by subdomain, folder path, etc.
- **Analytics and Insights**
 - Explain how search analytics are captured (e.g., most common queries, zero-result searches, refinement paths), displayed, and if they can be sent to Google Analytics and/or our data warehouse.
 - Describe how this data can be used for reporting such as to improve content strategy or site navigation.

Hyperpersonalization

Miami is building a path toward delivering AI-powered, hyperpersonalized digital content, starting with segmented audiences and personas based on audience demographics, academic and other interests, stage in the admission funnel, etc. This approach will evolve into 1:1 personalization, where we deliver content tailored to the individual’s needs and interests. Miami is looking for solutions that could include a Customer Data Platform (CDP) or other solutions to support the large-scale data, communications, and content needed to implement this strategy.

Your response should include, at a minimum:

Requirements

1. Unified Customer Data Foundation

- a. Ability to ingest, normalize, and unify data from multiple sources (CRM, SIS, CMS, marketing automation, web/app analytics, events, social, email, etc.) into a single student profile.

- b. Support for identity resolution and deanonymization of users (matching records across platforms and channels).
- c. Real-time or near-real-time data updates to ensure profiles are always current.
- d. Compliance with FERPA, GDPR, WCAG AA 2.1, and other privacy/security regulations.

2. Audience Segmentation and Persona Management

- a. Flexible segmentation tools to group audiences by demographics, academic interest, behavior, and admissions funnel stage, and more.
- b. Dynamic segments that automatically update based on new behaviors or data inputs.
- c. Ability to scale from broad personas to individualized profiles for 1:1 personalization.

3. Activation Across Channels

- a. Native or API-based integration with communication and engagement channels (such as web, CRM (Slate), email, SMS, push notifications, social, apps).
- b. Ability to trigger personalized experiences and content across multiple touchpoints.
- c. Cross-channel orchestration to ensure consistent messaging and journey progression.

4. Content Personalization

- a. AI-powered recommendation engine to match content with audience attributes, preferences, and behaviors.
- b. Capacity to deliver personalization at both the segment and individual level.
- c. Tools to support personalized experiences within websites, Slate portals, search, and digital ads.

5. Analytics and Reporting

- a. Real-time dashboards showing engagement, conversion, and funnel progression.
- b. Attribution reporting across channels and campaigns.
- c. Predictive insights to anticipate student behaviors (likelihood to apply, enroll, or disengage).

Preferred Features

1. Advanced AI and Machine Learning

- a. Predictive modeling for recruitment yield, financial aid optimization, and student engagement.
- b. Natural language generation for custom content snippets.
- c. Automated testing and optimization for campaigns and experiences.
- d. Language translation for international audiences.

2. Journey Orchestration

- a. Tools to map and deliver adaptive student journeys that adjust based on real-time behaviors.
- b. Capability to design multi-step, multi-channel engagement flows.
- c. Integration with chatbots/virtual assistants to extend personalization into conversational interfaces.

3. Scalability and Flexibility

- a. Cloud-based infrastructure built for high-volume data and traffic.
- b. Modular features that allow Miami to grow from segmentation to true 1:1 hyperpersonalization.
- c. Open API framework for future integrations.

4. Single View of the Student

- a. Comprehensive profile that combines demographics, interests, behaviors, communications, and outcomes.
- b. Ability to share unified student data across systems to drive consistent engagement.
- c. Portability of data for institutional reporting and analytics.

Overall Meetings and Communication Expectations

After the proposals have been received, at least 3 potential vendors will be requested to provide a virtual demonstration of the product(s) and sandbox access. This would be done to allow Miami to evaluate the user interface, usability, accessibility, and overall effort needed to use/deploy the system(s). The University will not be responsible for any costs incurred by the vendor in making such a presentation. There will be time allocated for the vendor to conduct a demonstration; in addition, Miami will provide a list of specific features to be demonstrated or use case scenarios. A question and answer session will also be expected. A vendor may be asked to conduct a follow-up session as needed to answer any questions that are not answered during the initial demonstration.

After a Vendor is Selected

The vendor(s) awarded this RFP will be expected to maintain clear, consistent, and proactive communication with our team throughout the project planning and implementation lifecycle starting with weekly virtual meetings and tracking work and timelines through a project management system. Meeting frequency can shift to meet less frequently once moved into the support phase. In your proposal, please define who will lead the meetings and which communication tools will be used. Indicate how long to expect responses to our questions from your implementation and support teams. Responding within 24-48 hours is desired.

Key Priorities and Important Deadlines

We are looking to have these solutions implemented and priority content (including 10-20 pages of the site starting with the Miami homepage and second level pages as well as the integrated program finder site) launched by the Fall FY27 start of school which begins August 24, 2026. We would like to have the rest of our content migrated and launched in the new solution(s) by Fall FY28, August 23, 2027.

- Planning phase begin **mid-January**.
- Implementation of the Content Management System (CMS) begin by **March 1, 2026**.
 - Implementation of the AI-powered site and program search.
 - Rebuild templates and content types including the Program Finder pages.
 - Implementation of hyperpersonalization tool(s).
- Initial launch of the CMS by **mid-May 2026**.
 - Training website administrators.
- Initial migration and launch of priority content, including program pages completed by Fall FY27, **August 24, 2026**.
- Migration Phase II complete by Fall FY28, **August 23, 2027**.

Budget

Please ensure that pricing in the response addresses all of the following considerations.

- Describe your licensing model for the products and services that are proposed.
- Pricing shall include licensing fees, maintenance fees, technical support fees, user support fees, end-user training fees, etc.
- Detail each product/service included in the pricing as separate line items, including the list price and discounted price.
- Describe any limitations (number of users, number of proposals, etc.) for the proposed solution.
- Include one year (12 months) of cost for any of the items listed above.

Recurring Expenses Budget

The maximum total budget for all recurring expenses is \$90,000 per year. The anticipated annual allocations for each solution are outlined below:

- CMS and Program Finder: \$25,000 - \$50,000 per year
- Personalization: \$30,000 - \$50,000 per year
- AI-Powered Search: \$10,000 - \$20,000 per year

Migration and Implementation Support Budget

The total, one-time budget for all migration and implementation support expenses is \$100,000-\$200,000.

Proposed Contract Length

- Systems that require annual renewal:
 - The initial term will expire June 30, 2028 with the option to renew for 8 additional 12-month terms.

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.

Timeline:

10/28/2025	Publish RFP
11/14/2025	Deadline for vendor questions
11/19/2025	Answers to vendor questions
11/25/2025	Deadline for RFP proposal submission
12/03/2025	Review proposals and select top vendors
12/10/2025	Interview selected vendors
12/12/2025	Complete selection process and begin contract negotiations with new company(ies)
01/16/2026	Contract(s) begins

The University does not agree to reach a decision by any certain date, although it is hoped the evaluation and selection will be completed within 45 days of the response date.

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 2.0 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

The responder shall submit:

Electronic Proposals to be received via Electronic Bidding process at:

<https://miamiu-ohiousourcing.ionwave.net/Login.aspx>

Due Date: Proposals are due no later than 11/25/2025 by 4PM Local Time.

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. Required RFP Documentation
 - a. Business goals
 - b. Strategy/development approach and/or system details
 - c. Implementation plan, migration, and support options
 - d. Pricing, Fees, and Licensing Model
 - e. VPAT, proof of product accessibility or accessibility roadmap
 - f. [HECVAT](#) responses
 - g. Provide two case studies similar to Miami’s use case
 - h. Two current clients' letters of recommendation and contact information
 - i. Answers to the Questions for Vendors section below

- b. Evaluation Criteria
 - a. The evaluation of this RFP may be based upon, but not limited to:
 - b. Ability to meet requirements as outlined above
 - c. User experience, ease-of-use by web developers, administrators, editors, and other stakeholders. This includes demonstrations and testing outcomes.
 - d. Total cost of ownership
 - e. Supplier references and past performance
 - f. Customer service and support options
 - g. Exceptions to terms and conditions
- c. Additional Questions for Vendors
 - a. *Tell Us About Yourself and Your CMS*
 - i. Share your long-term product vision.
 - ii. What is the key value proposition of your product?
 - iii. What are the most common business challenges your CMS helps to solve?
 - iv. List your three strongest competitors and what your key differentiators are.
 - v. Provide details on your product versioning and release schedule.
 - vi. Do you have a product roadmap for the next few years?
 - b. *Versioning and Archiving Old Content*
 - i. Does your CMS provide a full revision history of changes and allow you to roll back changes?
 - ii. Does your CMS provide a way for the editor to easily preview older versions of content and then publish them if needed?
 - c. *Training*
 - i. What virtual training options are available for us to learn your system?
 - ii. Do you provide training videos or in-depth documentation articles about your CMS? Can these materials be shared with all of our web editors?
 - d. *System and Customer Support*
 - i. How do you handle requests for new features to the CMS?
 - ii. How often do you implement new features?
 - iii. How do you handle customer support and issue resolution?
 - iv. Do you provide CMS implementation support?
 - 1. If yes, what are the implementation options, the timeframe for each option, and the costs?
 - e. *Accessibility*
 - i. Does your CMS meet [WCAG 2.1 AA](#) and [ATAG 2.0](#) standards?
 - ii. As a vendor, are you able to agree to remediate identified accessibility barriers in your software if applicable within an appropriate timeframe if found?
 - iii. If your product does not meet the WCAG 2.1, Level AA standard, do you have a product roadmap for accessibility going forward? If so, please provide. The roadmap should include goals and milestones, including dates.

- iv. Do you have a current VPAT? Please note: a VPAT should be completed for each user interface type (admin vs. end user) if features and interfaces are different.
- v. What maintenance do you perform on your CMS to ensure it remains or becomes accessible over time?
- vi. Does the CMS check for accessibility barriers during the content authoring process?
- vii. Do you complete testing with users with disabilities?
- viii. Does your company have a policy or commitment statement regarding accessibility? If so, please provide.

f. Users and Roles

- i. How does your CMS manage roles, users, and authentication?
- ii. Does your CMS limit the number of users that you can add as contributors or administrators?
- iii. Can you create a custom workflow environment with custom roles and associate only certain users to each role?
 - 1. Use Case Scenario: If we require users to request to create a new page, an administrator reviews the request and chooses to approve or reject it. If approved, the system creates the page in the desired location. If denied, a notification with the reasoning is sent to the requester.
- iv. Can a user have multiple roles?
 - 1. Use Case Scenario: A person could be a live publisher of one site but a non-publishing contributor of another site.

g. Content Management

- i. Content Creation and Editing
 - 1. What NoCode (developer-independent) capabilities does your product offer for editors?
 - 2. Does your CMS provide inline editing capabilities?
 - 3. Which WYSIWYG editor does your product ship with?
 - 4. Can you describe the preview capabilities of your product?
 - a. Do you offer previews for device type, test/production environments, persona, scheduled content, and language?
 - 5. Can content be exposed via APIs in JSON and XML format?
 - 6. How does the CMS assist in the production of news/articles, taxonomies, aggregation and display of these articles, and manage the daily creation of high-volume assets?
 - 7. Does the CMS give users the ability to create and maintain shared assets that they can use throughout one or multiple websites?
 - 8. Does your product offer search capabilities for editors?
 - 9. Does your CMS support the editing of metadata by content contributors?
 - 10. Does your CMS validate content and metadata, such as required fields or fields that only accept specific types of content?

11. Can you publish different websites to different servers or databases?
12. What options does your CMS provide for content translated into other languages?
- ii. Search Engine Optimization
 1. Can non-technical users add relevant SEO elements to each piece of content?
 2. Does the CMS tell you which pages are lacking critical SEO elements?
 3. Can you create vanity URLs for your content?
 4. Does your CMS give you the tools to make changes to the content without affecting the URL?
 5. Can editors manage redirects in the CMS UI?
- iii. Personalization and Content Targeting
 1. Does your CMS offer a native personalization and content targeting engine?
 2. Does your CMS support the use of external data (from Slate or other tools) for personalization?
 3. Can marketers set rules for personas via the CMS backend?
 4. What traits/characteristics does your personalization offer out of the box?
 5. Is the personalization engine extensible with regard to traits?
 6. Do you offer tools for geo-targeting?
 - a. Is the geo-targeting solely IP-based?
 7. Does your product support personalization via APIs?
- iv. Digital Asset Management
 1. Does your CMS support the storage of rich media files (images, videos, audio files, etc.)?
 2. How much storage capacity is included in your offering? Are there additional capacity options?
 3. What image editing capabilities do you support natively?
 4. What image automation options for sizes and resolution reduction are available in your CMS?
 5. Can editors set focal points for images?
 6. Can assets and their associated metadata be exported from your CMS?
 7. Can external assets be uploaded in batch?
 - a. Via drag and drop or any other method?
- h. *Approvals and Workflows*
 - i. How are approval and publishing workflows configured?
 - ii. Can you create and customize workflows in an easy-to-use, visual interface?
 - iii. Do your workflows include the ability to determine which users and roles have access to perform certain actions?
 - iv. Does the CMS support multiple workflows in multiple sites or sections of the website or app?

- v. How granular are your CMS' workflows?
- vi. Does your CMS provide a content preview function so users can see the page's content before it gets approved?
- vii. Can PDF files be associated with a workflow in your CMS? Miami needs to keep track of all PDFs and other documents uploaded to the system for accessibility monitoring.
- viii. Can content be scheduled for publishing?
- i. *Technology and Architecture*
 - i. About Your System
 1. Is your CMS headless, or hybrid?
 2. Which programming language is your CMS written in?
 3. Is your CMS an API-first solution and can you provide an overview of the APIs and the API tooling?
 4. Does your CMS support an enterprise-grade SDLC chain?
 5. Is the CMS 100% browser-based?
 6. Is your CMS cloud-based or on-premise? Cloud-based is strongly preferred.
 - ii. Templating and Design
 1. What template capabilities does your CMS have for creating a variety of branded web page types?
 2. Do you see any limitations in implementing our current designs into your CMS templates?
 3. Does your CMS provide (NoCode) page building and layout capabilities?
 4. Does your platform require marketers to build websites and digital experiences using drag-and-drop page elements? If yes, what are the options for editors who use assistive technology and cannot drag/drop elements?
 5. How easy is it for non-technical users to apply design changes?
 6. Can you design and edit each element of your website using your CMS or do you need third-party tools?
 - iii. Integrations
 1. Does the CMS integrate with web analytics platforms? Which ones does it support?
 2. Does your CMS integrate with third-party front-end applications?
 3. Does your CMS integrate with AI tools?
- j. *Reports*
 - i. Can your CMS create reports for content and user activity auditing? What other kinds of reports can it create?
 - ii. Can these reports be exported to a spreadsheet?
 - iii. Does your CMS provide analytics for stale content, other content, and user data?
- k. *Security*
 - i. Does your CMS support federated identity management and single sign-on?

- ii. Does your CMS support SAML 2.0?
- iii. What are your methods to restrict unauthorized access?
- iv. Do you have procedures in place for high-availability moments?
- v. Does your company have a procedure for data backup and recovery?
- vi. Can we export our data from your platform? What is the process?
 - 1. E.G. User Activity Reports download to a spreadsheet.
- vii. Does the CMS platform support data transfer? Into and out of the system.
- viii. Does your CMS offer options to add third-party connectors or integrations?
- ix. What are your web API standards?
- x. What method of authentication do you use for your API?
- xi. What does scaling mean for you and how do you handle usage thresholds?
- xii. From a technical perspective, how does your CMS support content localization?
- xiii. How does your CMS prevent and mitigate the effects of data loss?
- xiv. Can you provide a current attestation of privacy and trust principles, such as SOC 2, GDPR, or ISO?

d. Additional Requirements

- 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.
- l. 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.

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-O1S. 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.