OHIO

Request for Proposal

2-ERCSP-0825

E-Rate Cyber Security Pilot Program–
Form 470# CBR420250453

IDEA Greater Cincinnati, Inc.
In c/o IDEA Purchasing Department
2115 West Pike Blvd
Weslaco, TX 78596
solicitations@ideapublicschools.org

Greater Cincinnati
IDEA
Public Schools

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Procurement Specialist: **Delilah Veliz** **Email:** solicitations@ideapublicschools.org

Purpose of Request for Proposal (RFP): This Request for Proposal ("RFP") is to seek a provider(s) that can offer a subscription-based, cloud-hosted solution, that must defend against volumetric, protocol-based, and application-layer DDoS attacks, intelligently distribute incoming traffic across services, and inspect web traffic to prevent exploitation of known and emerging threats. The products and/or services will start upon issuance of the FCDL and will cover the subsequent 36 months.

Note: To submit a proposal for this project, attendance of the Pre-Proposal Meeting is **MANDATORY.** Prior to attending the Pre-Proposal Meeting ALL interested vendors must complete a Non-Disclosure Agreement (NDA) and return to solicitations@ideapublicschools.org no later than Tuesday, June 17, 2025 at 12:00PM CST prior to attendance. Attendance without an NDA will result in not being admitted into the conference.

Timeline:

All dates and times are tentative and subject to change.

First Advertisement Date/470 & RFP Issue Date:	Wednesday, June 11, 2025
Second Advertisement Date:	Wednesday, June 18, 2025
RSVP to Pre-Proposal Meeting	Friday, June 13, 2025, NO later than 12:00PM CST via email at solicitaitons@ideapublicschools.org
Deadline to submit NDA	Tuesday, June 17, 2025 @ 12:00 PM CST
Mandatory Pre-Proposal Meeting:	Wednesday, June 18, 2025 @ 10:00 AM CST
Respondent Question Cut-Off Date:	Friday, June 20, 2025, NO later than 5:00 PM CST
Questions Response from IDEA:	Tuesday, June 24, 2025
Proposals Due by Date & Time:	Wednesday, August 6, 2025, NO later than 2:00 PM CST
Anticipated Evaluation Period:	Thursday, August 7, 2025 – Monday, August 11, 2025
Anticipated Board Meeting & Approval:	August 2025
Initial Proposed Contract Term: Renewal option #1:	July 1, 2026- June 30, 2027 July 1, 2027- June 30, 2028
Renewal option #2:	July 1, 2028- June 30, 2029

Pre-Proposal Conference

A **MANDATORY** virtual pre-proposal meeting will be held at 10:00 AM CST via TEAMS video conference on Wednesday, June 18, 2025. Questions regarding this RFP must be submitted in writing to solicitations@ideapublicschools.org no later than 5:00 PM CST on Friday, June 20, 2025. **All prospective respondents must RSVP for the virtual pre-proposal meeting no later than Friday, June 13, 2025, by 12:00 PM CST. Please submit your RSVP via email to solicitations@ideapublicschools.org.** Additionally, all attendees are required to sign and submit a Non-Disclosure Agreement (NDA) no later than 12:00PM CST on Tuesday, June 17, 2025, prior to attending the virtual pre-proposal meeting. A Microsoft Teams meeting link will be provided to all prospective respondents once the NDA has been received.

Respondents are responsible for reviewing questions and answers prior to submitting a proposal. Oral communications regarding this RFP shall not be binding and shall in no way excuse a Respondent of the obligations set forth in this proposal.

Proposal Submission: Proposals may be submitted using the Public Purchase or by sending one (1) clearly identified hard copy ORIGINAL of the Proposal to:

IDEA Public Schools
In C/o IDEA Greater Cincinnati, Inc.
RFP #2-ERCSP-0825 Ohio E-Rate Cyber Security Pilot Program
Form 470# CBR420250453
Attn: Purchasing Department
2115 West Pike Blvd
Weslaco, TX 78596

Proposals **MUST** be received by IDEA by the due date and time identified in the timeline. The proposal **MUST** also be sealed and marked with the above information otherwise it may not be received and considered. Also include that they must be received by IDEA by the due date and time.

Note: Faxed or emailed Proposals will not be accepted. Acceptance Period is 120 days from the date of the proposal submission deadline unless otherwise stated in writing.

Funding Type: IDEA will utilize **state and federal** funds to finance any purchases of goods and/or services through the contract(s) awarded to the successful Vendor(s) through this RFP, including any purchase orders issued under said contract(s).

Eligible Respondents: Respondents **must** attend the Pre-Proposal meeting, not be debarred or suspended by federal or state-funded agencies and must have the legal authority to transact business in Ohio. Additionally, respondents must affirmatively demonstrate responsibility and good standing, which may be considered as part of the performance evaluation criteria.

Respondents may withdraw their proposals in writing at any time prior to the submission deadline, without penalty or prejudice.

PART I – CURRENT CONDITIONS/BACKGROUND

Introduction: IDEA Greater Cincinnati, Inc. ("IDEA") is an Ohio nonprofit corporation and a tax-exempt organization pursuant to the Section 501(c)(3) of the Internal Revenue Code. Pursuant to Title 33 of the Ohio Revised Code and its Contract for Charter with the Thomas B. Fordham Foundation, IDEA is an open-enrollment charter school, governmental entity, and public school. IDEA prepares Ohio students from underserved communities for success in college and life. IDEA serves students located in the Cincinnati area.

IDEA serves primarily low-income students in underserved areas of both rural and urban communities. Over 80% of IDEA students are considered low-income and one of every three students is the first in their family to go to college. Since the first graduating class in 2007, nearly 100% of seniors have been accepted and matriculated to a college or university every year. Thanks to a rigorous path to college IDEA students attend selective universities throughout the country, win national awards and scholarships, and complete college at a rate six times the national average for low-income students.

Note:
While IDEA's program, curriculum, and mission has been replicated to serve students in other states, this Request for Proposals and any subsequent contract is only for goods or services provided to IDEA's Ohio based charter schools and campuses.

Project Background: IDEA supports approximately 12,500 staff and 90,000 students across a diverse technology landscape. The organization manages around 12,500 staff devices (Windows) and 100,000 student devices (Windows/Chromebooks). Key security infrastructure includes Palo Alto firewalls, Sentinel One EDR/XDR, DUO for MFA, Cisco Email Security and MS Exchange, ISE/Meraki wireless security, and iboss for content filtering and Zero Trust Architecture. Additionally, Arctic Wolf provides 24/7 SOC services, while identity and access management is supported through Cloud Rapid Identity and Azure SSO.

Note: IDEA is open to equivalent makes/models which are specified in the scope of work. Although a specific manufacturer or solution may be included, IDEA will consider any similar or equivalent solutions. However, the offeror must provide documentation that demonstrates how their solution is equivalent to what is specified. This applies to all sections of this RFP.

Project Vision: To ensure the protection of sensitive data and the integrity of our systems, IDEA is committed to implementing a comprehensive cybersecurity solution that includes secure access controls, web application monitoring, and Data Loss Prevention (DLP) tools. This initiative is essential for safeguarding our digital infrastructure, particularly in a BYOD (Bring Your Own Device) environment, and mitigating the risks of unauthorized data exposure. By adopting these critical tools, we aim to enhance compliance, protect organizational reputation, and ensure the continuity of operations through a secure and resilient technology environment.

FACTORS FOR DISQUALIFICATION

Proposals will be disqualified for the following reasons:

- Unauthorized Service Provider contact with Applicant.
- Offeror did not attend the mandatory pre-proposal meeting.
- Proposal submitted after the posted due date.
- Proposal includes generic/encyclopedic price lists and/or solution is proposed by an artificial intelligence system that does not take into consideration the specific needs of Applicant.
- Offeror does not provide cost(s) for installation services where they are identified as “must” in this RFP document. If a vendor does not have installation as part of their offering, they must indicate what third-party sources can provide the required/requested installation.
- Offeror did not demonstrate that they have a valid Service Provider Identification Number (SPIN) at the time of proposal submission

PART II – SCOPE AND SPECIFICATIONS OF THE PROPOSAL

Proposal Specifications:

The following describes the service and performance requirements that the successful Respondent(s) will be required to meet. IDEA will use objective criteria specified in this solicitation to review Proposals and may make multiple awards if deemed in the best interest of IDEA, at its sole discretion. The anticipated spend and total contract value will depend on the scope of services and needs identified during the evaluation process and may vary based on the number of awards issued.

Any contract award issued as a result of this RFP does not guarantee any minimum amount of service or payment. IDEA will not issue a Purchase Order (P.O.) until a campus or department initiates a request for the goods and/or

services described in this RFP. A Vendor/Contractor shall not perform services for IDEA without the issuance of a PO or contract Agreement. A Vendor/Contractor will be compensated, with the submission of proper supporting documentation, by IDEA for goods and/or services satisfactorily provided and/or performed in accordance with the Agreement requirements and this RFP.

Note: Respondents must demonstrate that they have a valid Service Provider Identification Number (SPIN) at the time of proposal submission. Failure to demonstrate a valid Service Provider Identification Number will result in disqualification.

Section 1: Overview

Cyber Security Project Scope Overview for Vendors

The project is divided into two major parts encompassing six specific requests for services and solutions. Vendors are encouraged to carefully review the detailed scope of work (Section 2) for each request and respond according to the services and quantities outlined for the Ohio region. All solutions should support integration with IDEA's existing infrastructure and align with our compliance and data protection standards (e.g., FERPA, HIPAA, CIPA, ISO 27001).

Part 1: Network & Identity Protection

Request 1: DDoS Protection with Load Balancer & WAF

This request seeks a cloud-delivered solution to protect IDEA's infrastructure and web applications from DDoS threats while ensuring high availability and performance. Key components include integrated DDoS mitigation, web application firewall (WAF), and global load balancing capabilities.

Request 2: Secure DNS Filtering

Vendors will provide a DNS-layer security platform that can block malicious domains and provide visibility into DNS traffic, with the option for cloud-based or on-premises deployment. Must support filtering policies based on user type and provide real-time threat intelligence and reporting.

Request 3: Identity Governance (Shield ID or Equivalent)

This request requires a SaaS-based Identity Governance solution to complement IDEA's existing Rapid Identity platform. It must include role-based access control, automated access reviews, and policy-driven provisioning workflows to enhance compliance and minimize identity-related risks.

Request 4: SASE with Browser Isolation

A cloud-delivered Secure Access Service Edge (SASE) solution with enterprise browser isolation is required to protect against web-based threats. The solution must isolate browser sessions from endpoints, include DLP features, and support granular policy enforcement and integration with IDEA's Zero Trust architecture.

Part 2: Data Security & Vulnerability Management

Request 5 (Part 1): Data Loss Prevention (DLP)

Vendors will provide a hybrid DLP solution (cloud and on-premises) capable of discovering, classifying, and securing sensitive data across file systems, cloud apps, and email. Integration with IAM systems and advanced analytics are required to enforce policy-based controls and detect insider risks.

Request 5 (Part 2): Web Application Vulnerability Scanning

The selected solution will scan internal and external web applications for OWASP Top 10 vulnerabilities and misconfigurations. It must support automated scanning, compliance reporting, and DevSecOps integrations with IDEA's development lifecycle.

Request 6: Internal & External Penetration Testing (Ad-Hoc)

This request is for ethical hacking services to simulate real-world cyberattacks across IDEA's infrastructure. Vendors will conduct web, internal, and external penetration testing based on defined industry standards (e.g., NIST, MITRE ATT&CK). Findings should be documented with actionable recommendations for remediation.

Section 2: Detailed Scope of Work

Note: IDEA is open to equivalent makes/models which are specified in the scope of work. Although a specific manufacturer or solution may be included, IDEA will consider any similar or equivalent solutions. However, the offeror must provide documentation that demonstrates how their solution is equivalent to what is specified. This applies to all sections of this RFP.

REQUEST ONE: Scope of Work: Distributed – Denial-of-Service (DDoS) Protection

Objective: The awarded vendor shall provide a **cloud-delivered DDoS protection solution** that includes **integrated Load Balancing and Web Application Firewall (WAF)** capabilities. This service will enhance IDEA Public Schools' ability to protect critical infrastructure and web applications against a wide range of network- and application-layer threats, while ensuring high availability and performance for users across distributed environments.

Description of Services

The awarded vendor shall provide a subscription-based, cloud-hosted solution, that must defend against volumetric, protocol-based, and application-layer DDoS attacks, intelligently distribute incoming traffic across services, and inspect web traffic to prevent exploitation of known and emerging threats.

The following products and/or services should be included in the proposed solution:

DDoS Protection

- Automatic detection and mitigation of Layer 3, 4, and 7 DDoS attacks.
- Always-on or on-demand protection modes.
- Real-time alerting, analytics, and reporting during attack events.
- SLA-backed mitigation times.

Web Application Firewall (WAF)

- Protection against Open Worldwide Application Security Project OWASP Top 10 threats (e.g., SQLi, XSS, CSRF).
- Custom rule creation and managed rule sets.
- TLS/SSL inspection and policy enforcement.
- Bot mitigation and API protection features.

Load Balancing

- Global or regional traffic distribution.
- Application-aware health checks and failover support.

- Session persistence and SSL offloading options.
- Support for both Layer 4 and Layer 7 load balancing.

Cloud-Native Delivery
- SaaS-based or cloud-hosted platform with high availability and elasticity.
- Minimal latency and geographic redundancy.

Scalability & Performance
- Capable of scaling automatically to accommodate spikes in traffic or attacks.
- Performance tuning and traffic optimization tools.

Security Integrations
- Integration with existing security tools (e.g., Rapid Identity SSO provider, Zero Trust platforms like iboss).
- Role-based access control (RBAC) and SSO support.
- Ability to integrate into our SOC (Arctic Wolf).

Monitoring & Reporting
- Real-time dashboards and traffic analytics.
- Exportable logs and compliance-ready reports (HIPAA, FERPA, etc.).

Implementation & Support
- Guided onboarding and configuration support.
- Documentation and knowledge transfer.
- 24/7 technical support with escalation paths.

Desired Network Security & Performance Capabilities
- Enforce consistent network security policies across the network, without backhauling traffic or creating choke points.
- Protect any Transmission Control Protocol (TCP) or User Datagram Protocol (UDP) applications against DDoS threats and improve performance.
- Establish end to end network visibility, DDoS alerting, and traffic volume anomaly detection with cloud-based network flow monitoring.

Quantity
- 50 units of Load Balancer/WAF/DDoS protection licenses. This is the total quantity requested for IDEA between all its regions. The quantity necessary for the specific region identified in this RFP that the offeror should respond to is listed below.
    - Ohio – 5 (URL's /Domains)

Installation & Configuration
- Installation and configuration **must be included** in the service price.
- Vendor must assist with integration into existing IDEA infrastructure. All forward facing cloud and private cloud applications must be utilizing the cloud solution prior to completion.
- Implementation must include testing, tuning, and documentation and Technical Training for IDEA Team.
- As part of the proposal, the vendor must provide a detailed plan which outlines how the solution will integrate and implement their solution into the existing environment.

Product Type
- Cloud-based Software as a Service (SaaS) solution.

Subscription/License

- The solution must be provided under a **subscription model** or other non-purchase licensing agreement.

Deliverables

- Fully implemented and operational DDoS/WAF/Load Balancer solution for 50 domains (the number for the specific region on this RFP is identified in a previous portion of this request).
- Documentation of configuration and tuning.
- Administrator training session and knowledge transfer.
- Support and maintenance for the duration of the subscription.

Vendor Responsibilities

- Ensure compliance with IDEA's security policies and network standards.
- Provide a detailed deployment schedule upon award.

REQUEST TWO: Description of Services: Secure DNS (DNS-Layer Security, Blocking, and Filtering)

Objective: The selected vendor will provide a DNS-layer security solution that includes both cloud-based and self-hosted deployment options. The solution is designed to prevent access to malicious, inappropriate, or unauthorized internet domains by inspecting and filtering DNS queries. Whether deployed in the cloud or hosted on-premises, the service will enhance network protection by blocking threats such as phishing, malware, ransomware, and command-and-control callbacks at the DNS level—before they reach endpoint devices.

Key features of the Secure DNS service include:

- Real-time threat intelligence and automatic updates to block emerging threats
- Customizable content filtering policies for staff, student, and guest networks
- Visibility into DNS traffic with centralized dashboards and logging
- Integration with existing network infrastructure and firewalls.
- Ability to host our own custom DNS domains and entries with IP's from our private IP blocks.
- Protection for on-premises and remote users via DNS-over-HTTPS (DoH)
- Compliance with CIPA.

The service is expected to be **delivered as a SaaS platform**, with optional agentless or agent-based deployment depending on IDEA's network architecture.

- **Type:** DNS Security (SaaS)
- Quantity - Please provide pricing and quantity details for the DNS-layer security solution, as well as the self-hosted DNS custom domains, including any minimum or tiered licensing requirements.
    - Ohio – 2,500 users
- **Installation Included:** Yes, if required with the solution.
- **Agreement Type:** Cloud-based Software as a Service (SaaS) Subscription
- Deliverables:
    - **Active Secure DNS Subscription**
        - SaaS platform license provisioned for IDEA's organizational domains and public IP ranges.
    - **Initial Configuration and Deployment Support**
        - DNS forwarding or filtering rules set up across IDEA's primary and secondary DNS resolvers.

        - Custom content filtering categories aligned with IDEA's Acceptable Use Policy (AUP).
    - **Threat Intelligence & Filtering Engine**
        - Access to a real-time, auto-updating threat database for malicious site blocking
    - **Administrative Dashboard Access**
        - Web-based management console with real-time reporting, policy management, and audit logs.
    - **Policy and User Group Configuration**
        - Configuration of filtering policies based on user type (e.g., student, staff, guest).
    - **Compliance Reporting Features**
        - Logging and reporting functionality to meet internal audit and regulatory requirements.
    - **Documentation and Admin Training Guide**
        - Vendor-provided deployment documentation, filtering policy overview, and admin training materials.
    - **Ongoing Technical Support**
        - Access to vendor support during the full term of the subscription, including escalation channels.

- **Vendor Responsibilities:**
    - Configure Secure DNS with real-time threat detection for endpoints and users
    - Provide web-based admin interface for rule management for custom DNS domain entries.
    - Ensure reporting and logging features are enabled.

REQUEST THREE: Description of Services: Identity Governance & Technologies – Shield ID

Objective: The selected vendor will provide a cloud-based Identity Governance and Administration (IGA) solution that integrates seamlessly with our existing **Rapid Identity Account Management system**. Rapid Identity is the current IDP/SSO application which uses SAML connections. Delivered through **Shield ID or equivalent**, this add-on service will enhance our identity security posture by enabling centralized, policy-driven controls across the identity lifecycle.

Shield ID (or equivalent) will support advanced identity governance capabilities including, but not limited to:

- **Role-based access control (RBAC)** and enforcement
- **Automated access reviews** and certification workflows
- **Real-time identity analytics and risk scoring**
- **Policy-based provisioning and deprovisioning**
- **Support for least privilege access principles**
- The solution must operate as a fully managed cloud service and provide a **single-pane-of-glass interface** for administrators to monitor, manage, and audit access across integrated systems. Additionally, Shield ID (or equivalent) should align with compliance standards and security frameworks (ISO 27001).

Vendors should provide detailed information on technical requirements, deployment process, administrative capabilities, and ongoing support offerings related to the Shield ID (or equivalent) integration.

Shield ID (or equivalent) must be delivered as a **Software-as-a-Service (SaaS)** model with centralized administrative capabilities.

Vendor Responsibilities:

- Deploy access policies and workflows into our existing Rapid ID deployment.

- Support and training up to 10 staff members on how to integrate and utilize Shield ID (or equivalent).

List of Deliverables

1. **Provisioned Shield ID Subscription (or equivalent)**
   - SaaS licenses based on the district's user population (students, staff, IT admins).
2. **Role-Based Access Control (RBAC)**
   - Definition and enforcement of access policies by user roles (e.g., teacher, campus admin, student).
3. **Access Request & Approval Workflow**
   - Implementation of a self-service portal for users to request access with configurable approval paths.
4. **Access Reviews & Compliance Certifications**
   - Enable scheduled access reviews and recertification tasks to meet internal controls and audit requirements.
5. **Administrative Console**
   - Cloud-based interface for managing users, workflows, policies, and access reports.
6. **System Integrations**
   - Integration with IDEA's Rapid Identity Deployment
7. **Audit Trails & Reporting Tools**
   - Real-time and historical logs of identity changes, access requests, and administrator actions.
8. **Training & Documentation**
   - Onboarding and training sessions for administrators and IT teams, plus full user manuals and technical documentation.
9. **Support & Maintenance**
   - Ongoing vendor support during the term of the subscription, including technical assistance, patching, and updates.

REQUEST FOUR: Scope of Work: Secure Access Service Edge (SASE) – Browser Isolation (Enterprise Browser)

Description of Services: The awarded vendor shall provide a **cloud-delivered Secure Access Service Edge (SASE) solution** featuring **Enterprise Browser Isolation** technology. This service will enhance IDEA Public Schools' cybersecurity posture by isolating web traffic from endpoint devices, thereby protecting users from malware, phishing, zero-day exploits, and other browser-based threats.

The SASE solution must include:

- **Enterprise Browser Isolation:** A remote browsing service where all web content is executed in a secure, cloud-hosted container, rendering only safe content to the user's local device for use with BYOD devices.
- **Granular Policy Controls:** Allow administrators to define and enforce browsing policies by user group, domain, content type, or risk level.
- **Data Loss Prevention (DLP):** Built-in DLP functionality to prevent sensitive data from being uploaded, downloaded, or copied from within isolated browser sessions. And allow for integration with Microsoft's (or equivalent) DLP sensitivity labeling and classification.
- **Secure Access to SaaS and Web Applications:** Ensures secure user access to web-based tools while keeping browsing activity segregated from the endpoint including secure testing for schools.

- **Seamless User Experience:** Minimal latency, compatibility with major browsers and platforms, and support for Single Sign-On (SSO).
- **Comprehensive Visibility & Logging:** Admin dashboards and audit logs for real-time monitoring and compliance reporting.
- Ability to integrate with current Zero Trust Architecture.

The service must be delivered as a **Subscription-based SaaS** model and support integration with existing IDEA systems identified in the background section of this RFP (e.g., identity providers, directory services, and endpoint platforms).

- **Type:** User/Device License (SaaS. The quantity necessary for the specific region identified in this RFP that the offeror should respond to is listed below.)
    - Quantity (license per user for vendor and/or device access).
    - Ohio – 50 licenses
- **Installation Included:** Yes, if required with the solution.
- **Agreement Type:** Cloud-based Software as a Service (SaaS) Subscription

Deliverables
The selected vendor will be responsible for delivering the following components:

Implementation & Configuration Services
- Initial deployment and setup of SASE and browser isolation components.
- Integration with IDEA's existing infrastructure (iboss Zero Trust, SSO, identity providers, directory services, endpoint platforms).
- Configuration of granular browsing policies (e.g., user/group-based rules, risk-based access, DLP rules).

Data Loss Prevention Setup
- Deployment of DLP policies specific to web usage within isolated browser sessions.
- Protection templates for FERPA, HIPAA, CIPA, and custom policies as needed.

Custom Policy Design & Validation
- Development of use-case-specific policy sets (e.g., blocking uploads to personal cloud storage, preventing data exfiltration).
- Testing and validation in collaboration with IDEA's IT/security teams.

Seamless User Access Integration
- SSO configuration with support for major identity platforms (similar to, but not limited to Azure AD, Google Workspace, etc.).
- Cross-browser and OS compatibility setup.

Monitoring & Visibility Dashboards
- Deployment of real-time monitoring tools, threat visibility dashboards, and audit logging interfaces.
- Training on dashboard use, alert tuning, and compliance reporting.

Documentation
As-built documentation of the final deployment (network flow, policies, user access routes).
    - Admin guides for policy management, troubleshooting, and logging.

Administrator Training

- Virtual or on-site training for IT and security staff (recommend specifying number of participants, e.g., "up to 10 administrators").
- Includes training on policy management, log review, incident response, and user onboarding.

Support and Maintenance

- Ongoing technical support with defined SLAs.
- Access to knowledge base, helpdesk, and software updates.
- Escalation paths and a dedicated technical account manager (if available).

Post-Deployment Optimization

- Optional tuning and performance optimization after go-live.
- Feedback session and minor policy adjustments based on early user experience.

REQUEST FIVE: DATA SECURITY

PART ONE: Data Loss Prevention (DLP) – Data Security

Objective: To procure and implement a data security platform to discover, classify, and protect sensitive data across IDEA's on-premises and cloud environments using Varonis or equivalent. The solution will enhance data loss prevention (DLP), user behavior analytics, and access governance to strengthen data protection and reduce insider risk.

Description of Services

The vendor shall provide a hybrid (SaaS and on-premises) Data Loss Prevention (DLP) solution capable of discovering, classifying, and protecting sensitive information across IDEA's file systems, emails, and cloud applications. The solution must support policy-based monitoring, real-time alerts, and automated enforcement actions to prevent unauthorized data access or exfiltration of sensitive information.

Deliverables

1. **Licensing for full-feature DLP software** (SaaS and on-prem), including all required modules (data discovery, policy enforcement, alerting, reporting, integrations).
2. **Installation and configuration** across IDEA environments, including on-premises infrastructure, cloud applications, and hybrid use cases.
3. **Data classification templates** aligned with **FERPA, CIPA, HIPAA**, and support for **custom sensitivity labels and tagging**.
4. **Integration with identity and access management systems**, including role-based policy enforcement and user attribution.
5. **Custom DLP policy creation and enforcement**, covering:
    - Data discovery
    - Classification
    - Handling rules (e.g., block, quarantine, encrypt, alert)
    - Contextual risk-based controls
6. **Connectivity to on-premises file shares and data repositories**, including SMB/CIFS shares and databases (if applicable).
7. **Connectivity to Microsoft 365** (or equivalent) workloads for data discovery and protection across:
    - SharePoint Online
    - Exchange Online (email)
    - Microsoft Teams (chat, files)

- OneDrive for Business

8. **Real-time visibility and alerting dashboard** for administrators, with automated prevention tactics and proactive detection mechanisms.
9. **AI data usage insights**, including detection of sensitive data exposure through generative AI tools (e.g., ChatGPT, Copilot, Bing Chat, etc.).
10. **Role-based administrator training** for up to 10 users, including access to user guides, knowledge base, and **product "as-built" documentation**.
11. **Comprehensive logging, auditing, and compliance reporting tools**, with export capability and optional SIEM integration.
12. **Technical support and maintenance**, including:
    - SLA-based response times
    - Software updates and patching
    - Access to knowledge base or ticketing portal

Desired Network Security & Performance Capabilities

- Enforce consistent Data Loss Prevention policies both on-premises and in the cloud.
- Data discovery scans along with continuous scans must not impede services provided to users including slowing down network bandwidth during peak business hours and or causing unintended network traffic on the LAN or WAN circuits.

Quantity
250 Ohio Licenses for full-time employees. The quantity necessary for the specific region identified in this RFP that the offeror should respond to is listed below.

Installation & Configuration

- Installation and configuration **must be included** in the service price.
- Vendor must assist with integration into the existing IDEA infrastructure. Which includes 2 data centers and up to 5 cloud enterprise applications.
- Implementation must include testing, tuning, and documentation, and Technical Training for the IDEA Team.
- As part of the proposal, the vendor must provide a detailed plan that outlines how the solution will integrate and implement their solution into the existing environment, including timelines of the project implementation and expected delivery dates.

Product Type

- Cloud-based Software as a Service (SaaS) solution with potentially an on-premises appliance if needed.

Subscription/License

- The solution must be provided under a **subscription model** or other non-purchase licensing agreement.

Vendor Responsibilities

- Ensure compliance with IDEA's security policies and network standards.
- Provide a detailed deployment schedule upon award.

PART TWO: Web Application Scanning – Internal/External Vulnerability Scanning

Objective: To procure and implement a cloud-based Web Application Scanner designed to identify and help fix vulnerabilities like SQL injection, Cross-site Scripting (XSS), and other OWASP Top 10 threats.

Description of Services
The awarded vendor shall provide a subscription-based, cloud-hosted solution that includes the following:

- **Comprehensive Vulnerability Detection –** Extensive library of known vulnerabilities including OWASP Top 10, CVEs, misconfigurations, and malware.
- **Accurate Scanning –** Reduce noise from excessive false positives
- **Remediation Guidance** - Provides detailed technical and non-technical advice for fixing vulnerabilities.
- **Automated & Scalable** – Allows the ability to automate and integrate with current and legacy systems
- **DevSecOps Friendly** - API and CI/CD integration to make it easy to integrate into development pipelines
- **Compliance Reporting -** Generate ready to submit reports for compliance such as PCI-DSS, HIPPA, ISO 27001, OWASP Top 10, and GDPR.

Desired Network Security & Performance Capabilities

- Secure Communication testing between the application and web applications being tested
- Strong Access Control using a combination of Role-Based Access Control, Multifactor Authentication, and IP whitelisting
- Ability to audit scanner changes and send logs to third party log aggregator or SOC.
- Ability to run scans in a network-isolated environments (DMZ, air-gapped network)
- Uses safe scanning practices to avoid throttling a system, application, or security monitoring appliance.

Quantity
5 Ohio domain/URL unit licenses. The quantity necessary for the specific region identified in this RFP that the offeror should respond to is listed below.

Installation & Configuration

- Installation and configuration **must be included** in the service price.
- Vendor must assist with integration into existing IDEA infrastructure.
- Implementation must include testing, tuning, and documentation and Technical Training for IDEA Team.
- As part of the proposal, the vendor must provide a detailed plan which outlines how the solution will integrate and implement their solution into the existing environment.

PART THREE: Internal and External Penetration Testing – Ad-Hoc Services

Objective: To procure and implement a professional security testing service that will perform comprehensive **internal, external, and web application penetration testing** on IDEA's IT infrastructure. The goal is to proactively identify and assess vulnerabilities, evaluate real-world risks, and strengthen the organization's security posture through expert-led testing and actionable reporting.

- The selected vendor shall provide **on-demand (ad-hoc) penetration testing services** covering internal networks, external-facing systems, and custom or commercial web applications. Services must be designed to simulate realistic threat actor behaviors while ensuring operations remain safe, controlled, and compliant with ethical guidelines.
- The scope of services shall include but is not limited to:
- **Vulnerability Identification and Exploitation**
  Identify, validate, and (where appropriate) exploit security weaknesses across the environment to demonstrate potential impact.
- **Privilege Escalation Testing**
  Simulate attempts to gain elevated access or administrative privileges within compromised systems.

- **Lateral Movement Simulation**
  Assess how an attacker could move laterally through the network to reach sensitive systems or data.
- **Post-Exploitation Scenarios** *(where permissible)*
  Include simulated activities such as data exfiltration, service disruption, persistence mechanisms, and command-and-control behaviors—conducted with prior approval and strict adherence to engagement rules.
- **Web Application Penetration Testing**
  Perform thorough testing of in-scope web applications in accordance with the **OWASP Top 10** and other relevant application security standards.
- **Ransomware Preparedness Assessment**
  Simulate ransomware-like tactics to evaluate detection, response, and containment readiness.
- **Adherence to Industry Standards**
  All testing must follow recognized frameworks such as:
  - **OWASP (Open Web Application Security Project)**
  - **NIST SP 800-115 & 800-53**
  - **MITRE ATT&CK Framework**

Deliverables should include detailed reports with technical findings, risk ratings, recommended remediation steps, and an executive summary suitable for non-technical stakeholders.

Desired Network Security & Performance Capabilities

- Uncover areas where current network security policies are inconsistent or ineffective, providing data to improve their enforcement across the network.
- Identify vulnerabilities that, if exploited, could negatively impact the performance or availability of our Transmission Control Protocol (TCP) or User Datagram Protocol (UDP) applications.
- Reveal blind spots in our existing end-to-end network visibility, DDoS alerting, and traffic volume anomaly detection by demonstrating how attackers might bypass current monitoring solutions.

Quantity

- Total of 1 Penetration test for the year
- This may include 1 web application pen test.

Installation & Configuration

- Installation and configuration **must be included** in the service price.
- Implementation must include testing, tuning, and documentation and Technical Training for IDEA Team.

Product Type

- Professional Security Consulting Services (Ad-Hoc Internal and External Penetration Testing)

Subscription/License

- This will be a service-based engagement, not a product license. Services will be governed by a Master Services Agreement (MSA), with specific engagements formalized through individual Statements of Work (SOWs) outlining scope, duration, and cost.

Deliverables

- Pre-engagement Scoping Session: A collaborative session to define the precise scope, objectives, methodologies, rules of engagement, and specific assets to be tested, ensuring clear alignment.
- Execution of Penetration Tests: Performance of the agreed-upon internal and external penetration tests by certified security professionals utilizing ethical hacking techniques.

- Detailed Vulnerability Report: A comprehensive, technical report documenting all identified vulnerabilities, categorized by severity (e.g., Critical, High, Medium, Low, Informational) based on industry-standard risk ratings (e.g., CVSS v3.1). Each finding must include:
- Remediation Recommendations and Mitigation Guidance: Actionable and prioritized recommendations for addressing each identified vulnerability, including both short-term mitigations and long-term strategic solutions.

Vendor Responsibilities

- Conducting all penetration testing activities ethically, safely, and in a non-disruptive manner, adhering strictly to the agreed-upon scope and rules of engagement.
- Maintaining the highest level of confidentiality regarding all sensitive information accessed or discovered during the engagement.
- Utilizing only certified and experienced security professionals for all testing activities.
- Providing a clear communication plan for the duration of the engagement, including immediate notification of any critical findings.
- Delivering all reports and documentation in a timely and professional manner.
- Complying with all relevant data privacy and security regulations (e.g., GDPR, CCPA) if applicable to the data handled during the test.

Performance Requirements:

The specifications included above are minimum basic requirements.

a) The specifications included above are minimum basic requirements.

b) The scope of work includes the goods and/or services IDEA intends to procure. The actual amount of goods and/or services procured as a result of this RFP may be adjusted up or down according to IDEA's needs and available funding.

c) Vendor/Contractor represents and warrants to IDEA that the goods and/or services shall perform at a level as intended, are fit for use for their intended purpose, and shall substantially conform in accordance with the specifications stated in this RFP, in compliance and conformance with any applicable law or ordinance, and will be performed in a good, professional, and workmanlike manner. Further, they shall be fit for ordinary use with no material defects, provided that all use of the goods and/or services is for the purposes and in the environment for which they were designed and in accordance with such specifications.

Contract Term:

The agreement(s) resulting from this RFP will begin on or about **July 1, 2026**, with services expected to be effective as of that date. The initial contract term will be **two (2) years**, with IDEA Public Schools reserving the right to renew the agreement for up to **one (1) additional one-year term**, for a **maximum total term of three (3) years**.

This contract structure follows a **1+1+1 year** renewal model. IDEA will provide the selected vendor(s) with written notice of its intent to renew, amend, or terminate the agreement **at least thirty (30) days prior to the expiration** of each term. If the vendor is unable to renew the contract, written notice must be provided to IDEA in accordance with the instructions included in the renewal notice.

This contract is aligned with IDEA Public Schools' participation in the **FCC's Cybersecurity Pilot Program**, which provides a total three-year budget not to exceed **$29,608.15** across IDEA Greater Cincinnati, Inc. (this allocation is subject to change at IDEA's sole discretion). Proposed pricing and services must fall within this budget threshold and support a maximum contract duration of three years. Any costs exceeding this amount will not be reimbursable under the FCC program.

IMPORTANT: Any proposal requiring a contractual term longer than three (3) years will be deemed non-responsive and disqualified, as it exceeds the allowable duration under the FCC Cybersecurity Pilot Program.

Price Stability: No price increases will be permitted at any point during the term of the agreement, including any renewal periods.

If a vendor cannot meet the expected service start date of **July 1, 2026**, this must be clearly noted in the proposal along with an estimated delivery and implementation timeline.

Insurance Requirements:

No Insurance Requirements as to IDEA. Vendor / Contractor is required to provide IDEA with copies of certificates of insurance, name and address of Vendor / Contractor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to IDEA prior to the commencement of any work under this RFP or subsequent agreement. For claims related to this RFP or subsequent Agreement, Vendor / Contractor's insurance coverage shall be primary and non-contributory with other coverage by the IDEA. The insurance company ensuring the vendor shall be acceptable to IDEA. IDEA reserves the right to require additional insurance should IDEA deem additional insurance necessary, in IDEA's sole discretion. Proof of insurance coverage must be submitted with the proposal; however, proof of inclusion of IDEA as an additional insured is not required unless selected for an Agreement.

The insurance coverage specified in this RFP are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this RFP and Agreement.

Vendor shall keep in full force and effect the following minimum limits of insurance (or higher):

i) General Liability: Vendor shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: $1,000,000 per occurrence and $2,000,000 general aggregate. The policy shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract, and must provide coverage for all claims that may arise from performance of the Agreement or completed operations, whether by Vendor or anyone directly or indirectly employed by Vendor. Such policy shall name IDEA as an Additional Named Insured and include a Waiver of Subrogation Clause.

ii) Cyber Liability and Technology Professional Liability Errors and Omissions: Vendor shall maintain coverage appropriate to Vendor's/Contractor's work under this Agreement, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include or be endorsed to include ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of IDEA in the care, custody, or control of Vendor.

iii) Workers' Compensation: Vendor shall obtain and maintain Workers' Compensation Insurance in an amount consistent with statutory benefits outlined in the Ohio Workers' Compensation Act.

Each insurance policy to be furnished by the successful Vendor shall include "IDEA Greater Cincinnati, Inc." as a certificate holder, as Additional Named Insured, and include a Waiver of Subrogation Clause. Please note a certificate of insurance showing named insured is not adequate to establish this status or fulfill this requirement.

Additionally, each insurance policy shall, by endorsement to the policy, include a statement that a notice shall be given to IDEA by certified mail thirty (30) days prior to cancellation or upon any material changes to coverage.

Vendor may not commence services or work relating to the Agreement prior to placement of coverage. Vendor shall keep the required insurance coverage in effect at all times during the term of the Agreement, and any subsequent extensions.

PART III – PROPOSAL SUBMISSION & REQUIREMENTS

Proposal Response Requirements:

Proposals should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that satisfy the requirements of this RFP. To qualify for evaluation, a Proposal **must have been submitted on time** and **must materially satisfy all mandatory requirements** identified in this RFP. Late proposals will be disqualified. Respondents must follow the format instructions detailed below in preparing and submitting a Proposal. Each Respondent is responsible for ensuring that IDEA has the appropriate company name, authorized representative, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information relating to this RFP.

IDEA Greater Cincinnati, Inc. reserves the right to disqualify any proposal that significantly deviates from submitting the requested information. Proposals that consist of a catalog of services will be disqualified. Respondent's Proposal shall be organized in the following order, with each section clearly indexed:

Required Proposal Format:

To be considered, the Proposal must be prepared according to the following instructions and should include the following information and content. Failure to include these items may result in disqualification.

1. **Cover Page**
   Complete and insert **Attachment A**
2. **Section I - Executive Summary**
   Provide an Executive Summary of two (2) pages or less, an overview of the Proposal and the vendor's experience as it relates to the specifications of the RFP.
3. **Section II - Summary of Experience & Qualifications**
   Respondent shall describe its experiences as it relates to the requirements of this RFP. Respondent should focus on its experience in providing and managing the delivery of products and/or services similar to those described in this RFP, within a similar environment, particularly in Ohio.
4. **Section III - Response to Evaluation Criteria**
   Provide a detailed response to each Evaluation Criteria listed in this solicitation.
5. **Cost Summary -** Respondent must specify all costs associated with providing the goods and/or services required herein. The costs shall include amounts that Respondent may include on its invoice for goods, shipping and delivery, hardware, software, licensing, training, project management, customization, implementation, ongoing maintenance, support, administrative fees, processing fees, and any unforeseen expenses. Respondent shall provide a complete fee and itemized cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Respondent does not expect IDEA to incur any costs, Respondent shall state "**No costs to IDEA**". Utilize **Attachment P** for proposed pricing.

6. **Required Forms** - ***ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED***
   Attachment A – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.
   Attachment B – Vendor Acknowledgement
   Attachment C –Evidence of Insurance
   Attachment D – Certification Regarding Drug-Free Workplace
   Attachment E – Non-Collusion Statement
   Attachment F – IDEA Conflict of Interest Form
   Attachment G – Equal Opportunity and Nondiscrimination
   Attachment H – Certification Regarding Lobbying
   Attachment I – Debarment or Suspension Certificate
   Attachment J – Felony Conviction Disclosure Statement
   Attachment K – Contract Provisions for Contracts Involving Federal Funds
   Attachment L— Criminal History Review of Vendor/Contractor Employees
   Attachment M – Reference Sheet
   Attachment N – Litigation, Terminations, Claims
   Attachment O – Proposed Pricing
   Attachment P – IRS Form W-9
   Attachment Q – Deviation and Exceptions
7. **Appendix A** - Sites
8. **Appendix B** – RFP Completion Checklist
9. **Additional Documentation (Optional) -** Additional documents may be submitted in instances where additional documentation is needed and not already captured.

Proposal Provisions:

ADDITIONAL CONSIDERATIONS AND PROVISIONS

- IDEA is open to equivalent makes/models which are specified in the RFP. Although a specific manufacturer or solution may be included IDEA will consider any similar or equivalent solutions. However, the offeror must provide documentation that demonstrates how their solution is equivalent to what is specified. This applies to all sections of this RFP.
- IDEA reserves the right to request Best and Final Offers (BAFOs). BAFOs must be received by the date/time provided during discussions/negotiations, or the originally submitted proposal will be used for further evaluation and award recommendation.
- IDEA reserves the right to waive any irregularities or informalities in the proposals received.
- IDEA reserves the right to award all, part, or none of the services set forth in this procurement. This procurement does not obligate the Applicant until a valid agreement and/or valid Purchase Order is executed.
- The vendor submission is subject to open records requests and, as such, the records will be released in accordance with those policies. Vendors are encouraged to mark pages as “Proprietary” or “Confidential” as appropriate, but the entire submission may not be marked as such. Identifying information as “Proprietary” or “Confidential” does not guarantee that the information will not be released but will be considered in determining whether the information is required to be released in accordance with the open records policies. Generally, pricing is not exempt from being publicly released.
- By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and Applicant that would interfere with fair and open competition or create a conflict of interest.

FCC CYBERSECURITY PILOT PROGRAM PROVISIONS

FCC rules require vendors to offer discounted SPI billing. The applicant requires SPI discount method for these services. Vendors that do not offer SPI billing will be disqualified.

By submitting a proposal on the requested services herein, the vendor certifies its proposed services and/or products comply with Part 47 Section 54.9 and 54.10 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain. See https://www.usac.org/about/reports-orders/supply-chain/ for more details.

As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all bids in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-Rate applicant (school, library, or consortium) for similar services. See https://www.usac.org/ERate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/for more details.

Offerors proposing equipment whose prices may increase depending upon new U.S. government tariffs imposed on imports are encouraged to (a) identify such products in their offers, and (b) propose an acceptable methodology for limiting price adjustments over the contract term.

PART IV – EVALUATION CRITERIA

In accordance with IDEA policy, award(s) of a contract(s) resulting from this RFP will be made to the responsible Vendor(s) whose Proposal(s) is/are determined to be most advantageous to IDEA. To qualify for evaluation, a Proposal must have been submitted on time and must materially satisfy all mandatory requirements of this RFP.

Competitive Selection and Proposal Evaluation
This is a negotiated procurement and as such, the award will not necessarily be made to the lowest-priced Proposal. The award will be made to the Vendor submitting the best responsive Proposal that satisfies IDEA's requirements, considering price and other factors. If a single Vendor cannot meet all of the requirements outlined in this document, the award may be divided among several qualified Vendors.

Proposals will be evaluated based on criteria deemed to be in IDEA's best interest, as reflected in the evaluation criteria below. IDEA may request any or all Vendors to provide an oral presentation or participate in interviews to clarify or elaborate on their Proposal. Upon completion of presentations, interviews, or discussions, Vendors may be requested to revise any or all portions of their Proposal.

Best and Final Offer Process (BAFO)
If necessary, IDEA reserves the right to enter into a BAFO process with one or more Vendors. The BAFO process allows Vendors to submit a revised Proposal based on further clarification, negotiation, or adjustment to the terms initially proposed. IDEA will provide instructions and deadlines for BAFO submissions if this process is initiated.

IDEA's Board will make the final decision on whether, and to whom, a contract is awarded. Non-responsive or disqualified Proposals will not be eligible for award consideration. Reasons for being deemed non-responsive or disqualified include, but are not limited to, failing to meet proposal requirements, receiving the Proposal after the

posted deadline, failure to sign the Proposal, and/or failure to include one or more Conditions of Service/Term Agreement.

IDEA reserves the right to reject any use of Vendor terms and conditions of any kind, including web links to any online terms and conditions, or requiring the use of the Offeror's form of agreement.

Proposals will be scored according to the following rubric:

Evaluation Criteria	Weight (Points)	Description
Eligible Costs	26	Vendor's proposed price of eligible cyber security products and/or services.
Technical & Functional Suitability	20	How effectively the proposed goods or services meet the district's technical specifications, functional requirements, and service expectations as outlined in the RFP.
Reputation & Reliability	14	Vendor's demonstrated reliability and reputation within the cybersecurity and IT sector, as evidenced by past performance, industry references, third-party evaluations, and overall standing in the marketplace.
Total Cost of Ownership	10	The total ineligible cost to the district for acquiring and maintaining the proposed goods and/or services throughout the full duration of the three-year contract.
Quality of Proposed Goods and/or Services	10	The quality of the proposed goods and/or services, along with the vendor's proven track record in successfully delivering similar solutions.
Compatibility & Integration	10	The extent to which the proposed solution integrates with or complements the district's current cybersecurity infrastructure.
Experience & Qualifications	5	Vendor's track record as verified through the provided references with similar K-12/charter school environments, staff certifications, and past performance references.
Operational Capacity & Support Readiness	5	Demonstrated capacity to support the district's needs, including but not limited to staffing and ability to provide timely service and support.
Total Possible Score	**100**	

Explanation of Evaluation Criteria:

Eligible Costs (26 Points): Evaluators will assess the vendor's proposed pricing for eligible cybersecurity products and/or services based on clarity, completeness, and overall cost-effectiveness. Proposals that offer competitive, transparent pricing aligned with the scope of work will be rated more favorably.

Technical & Functional Suitability (20 points): Evaluators will assess how well the proposed goods and/or services align with the district's technical specifications, functional requirements, and service expectations as outlined in the RFP. Emphasis will be placed on the solution's ability to fulfill core needs, offer value-added features, and integrate effectively within the district's existing infrastructure or operations.

Proposals that demonstrate a strong fit with the district's requirements and clearly address key performance expectations will score higher. Vendors that fail to meet the minimum mandatory requirements may receive reduced points under this criterion and will not be eligible for the full 20 points.

Reputation & Reliability (14 Points): Evaluators will consider the vendor's demonstrated reliability and reputation within the cybersecurity and IT sector. This may include, but is not limited to, third-party industry benchmarks, independent analyst reports, documented past performance, and overall professional standing in the marketplace.

Total Cost of Ownership (10 Points): Evaluators will assess the total ineligible cost to the district over the full three-year contract term, including but not limited to all applicable fees such as implementation, licensing, support, maintenance, and renewal costs. Vendors must provide a complete and transparent cost breakdown to be eligible for full points under this category. Proposals with incomplete, unclear, or inconsistent pricing may receive reduced scores, as evaluators must be able to accurately determine the full financial impact to the district. Proposals with transparent, competitive pricing and flexible licensing options will score higher.

Quality of Proposed Goods and/or Services (10 Points): Evaluators will assess the overall quality, functionality, and suitability of the proposed goods and/or services in relation to the district's specified needs. The evaluation will also reflect the vendor's proven track record in delivering high-quality goods and/or services relevant to the scope of this RFP, as demonstrated through past performance and relevant experience.

Compatibility & Integration (10 Points): Evaluators will assess the degree to which the proposed solution is compatible with IDEA Public Schools' existing cybersecurity infrastructure, including current tools, frameworks, and configurations. Solutions that demonstrate seamless integration with platforms such as identity providers, endpoint protection, SIEM systems, firewalls, and network configurations will be rated more favorably. Proposals that minimize the need for additional configuration, reduce operational complexity, and support centralized management will be considered more advantageous.

Full points will be awarded to vendors whose solutions show strong technical alignment with IDEA's current environment and do not require significant modifications to existing systems.

Experience & Qualifications (5 Points): Evaluators will assess the vendor's proven track record in delivering similar solutions within K–12 or charter school environments. This includes but is not limited to verification through provided references, relevant staff certifications, and documented past performance that demonstrates the vendor's ability to meet the specific needs of educational institutions.

Operational Capacity & Support Readiness (5 Points): Evaluators will assess the vendor's capacity to effectively support the district's needs, including the availability of qualified staff, organizational resources, and the ability to deliver timely service and ongoing support. Proposals that demonstrate strong operational readiness and responsiveness will be rated more favorably.

PART V – GENERAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

Assignment: This Agreement may not be assigned by either party without the prior written consent of both IDEA and Vendor/Contractor. Any attempted assignment of this Agreement by Vendor/Contractor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor/Contractor without the prior written approval of IDEA. Vendor/Contractor is required to notify IDEA when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

Compliance with Applicable Law: To the extent applicable, Vendor/Contractor shall fully comply with all provisions and reauthorizations of applicable state and federal law, including but not limited to the Ohio Revised Code, the Elementary and Secondary Education Act (ESEA), the Individuals with Disabilities Education Act (IDEA), and the Family Educational Rights and Privacy Act (FERPA). Vendor/Contractor shall also

fully comply with the policies of IDEA's Board. IDEA's Board Policies can be accessed at: https://ideapublicschools.org/regions/greater-cincinnati/policies/board-approved-policies/.

Conflict of Interest: In accordance with Chapter 102 and Section 2921.42 of the Ohio Revised Code, Vendor/Contractor must file on an annual basis, a Conflict of Interest Questionnaire with IDEA. Vendor/Contractor shall also comply with all prohibitions on gifts or benefits, and disclosure of same, under all applicable laws including federal and state law and restrictions, nepotism laws, penal code prohibitions and other applicable law and rule. Any violation or failure to disclose any conflicts of interest shall be grounds for IDEA to take action as permitted by law including termination of any Agreement, declaring any Agreement void or other action IDEA determines to be in the best interest of IDEA.

Contractual Relationship: Nothing herein shall be construed as creating the relationship of employer or employee between IDEA and the Vendor/Contractor or between IDEA and the Vendor's/Contractor's employees. IDEA shall not be subject to any obligation or liabilities of the Vendor/Contractor or its employees incurred in the performance of the contract and order unless otherwise herein authorized. Neither the Vendor/Contractor nor its employees shall be entitled to any of the benefits established for IDEA employees, nor be covered by IDEA's Workers' Compensation Program.

Confidentiality- Name or Information Use: Vendor/Contractor, and any person acting on its behalf or affiliated with the Vendor/Contractor, shall not use IDEA's name, trademarks, logos or other information in any public manner or media (including, but not limited to press releases, promotions, advertisements, solicitations, website, blog, video, or social media) without prior written approval of IDEA. Written authorization may be refused or granted at IDEA's sole discretion.

Debarment and Suspension: Neither Vendor/Contractor nor any of its officer, directors, owners, members, employees or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Vendors/Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If Vendor/Contractor or any of its personnel identified is Debarred or Suspended, they must provide immediate notice to IDEA and IDEA may thereafter suspend or terminate the Agreement as it deems appropriate.

Delivery of Goods/Items: When the contract is for goods, Vendor/Contractor shall deliver complete orders, unless previously informed to and accepted by IDEA. Any deliveries not made in full are subject to a delay of payment by IDEA. Items shipped to the incorrect location by the Vendor/Contractor will be the responsibility of the Vendor/Contractor to correct. The Vendor/Contractor will be required to cover shipping charges to ship the items to the correct location. IDEA will only deliver the items to the correct location if there was an incorrect shipping address listed on the contract or Purchase Order. A packing slip is required with each shipment.

Enforcement: If the Agreement is for services, it is acknowledged and agreed that Vendor's/Contractor's services to IDEA are unique, which gives Vendor/Contractor a peculiar value to IDEA and for the loss of which IDEA cannot be reasonably or adequately compensated in damages. Accordingly, Vendor/Contractor acknowledges and agrees that a breach by Vendor/Contractor of the provisions hereof will cause IDEA irreparable injury and damage. Vendor/Contractor therefore expressly agrees that IDEA shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if IDEA is not in breach of this Agreement.

Entire Agreement: The written Agreement resulting from this RFP as well as these standard terms and conditions (and any procurement documents from IDEA) contains the entire agreement of the Parties concerning the subject matter described therein, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter described herein. These General Terms and Conditions supersede any prior, contemporaneous, or related written or oral agreements between the parties concerning the subject matter described herein or in the Agreement.

Equal Opportunity: Vendor/Contractor shall comply with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

Execution: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

Formation and Good Standing: Vendor/Contractor represents and warrants that it is legally formed, validly existing and/or registered to conduct business in Ohio, and to the extent applicable, in good standing under the laws of Ohio and of the state of its formation. Vendor/Contractor represents and warrants that it is duly qualified and registered to do business in Ohio with the Ohio Secretary of State and understands that remaining in good standing with Ohio is a condition of the Agreement.

General Warranty: Vendor/Contractor represents and warrants to IDEA that the goods and/or services shall perform at a level as intended, are fit for use for their intended purpose, and shall substantially conform in accordance with the specifications stated in the Agreement, in compliance and conformance with any applicable law or ordinance and will be performed in a good, professional, and workmanlike manner. Further, they shall be fit for ordinary use with no material

defects, provided that all use of the goods and/or services is for the purposes and in the environment for which they were designed and in accordance with such specifications.

Gratuities: IDEA may, by written notice to Vendor/Contractor, cancel this Agreement without liability to IDEA if it is determined by IDEA that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Vendor/Contractor (or any agent or representative of Vendor/Contractor) to any director, officer or employee of IDEA (or to any immediate family member or business associate of an IDEA employee, officer or director under Ohio law), unless there is an express written statutory exception for same. In the event this Agreement is cancelled by IDEA pursuant to this section, IDEA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount or the cost incurred by Vendor/Contractor in providing such impermissible gratuities.

Indemnification: VENDOR/CONTRACTOR WILL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS IDEA AND ITS BOARD, MEMBERS, OFFICERS, AGENTS, CONSULTANTS, AND REPRESENTATIVES (COLLECTIVELY THE "IDEA INDEMNITEES") IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FOREGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM VENDOR'S/CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT, NEGLIGENT OMISSION, OR WILLFUL MISCONDUCT OF VENDOR/CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY VENDOR/CONTRACTOR, OR ANYONE FOR WHOSE ACTS VENDOR/CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY IDEA INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. VENDOR'S/CONTRACTOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY, AND CANNOT BE WAIVED OR VARIED.

Inspection: Prior to acceptance of any goods and/or services and continuing for a period of thirty (30) days after IDEA's first use of the goods and/or services, IDEA reserves the absolute right to inspect, test, and reject all goods and/or services, in whole or in part, furnished by Vendor/Contractor, to ensure that they comply with the Agreement and/or PO. This right shall exist even if payment has already been made by IDEA to the Vendor/Contractor. Goods or services which, in the sole opinion of IDEA, fail to conform to the required specification(s) or standard(s) may be considered non-conforming. In such event that goods and/or services are considered non-conforming, IDEA may return such goods and/or services at Vendor's/Contractor's risk and expense for replacement or correction, in which case Vendor/Contractor shall use best efforts to replace any non-conforming goods and/or services. IDEA may also accept the non-conforming goods and/or services subject to an equitable price reduction if mutually agreed to among the parties.

Interpretation of Evidence: No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Contract, the definition contained in the Code is to control.

Law of State to Govern: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio (without regard to the conflicts or choice of law principles). The Parties irrevocably consent to the jurisdiction of the State of Ohio and agree that any court of competent jurisdiction sitting in Hamilton County, Ohio, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In connection with IDEA's defense of any suit against and/or IDEA's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims under this Agreement, which IDEA prevails as to all or any portion of its defense(s), claims, counterclaims, and actions, IDEA shall be entitled to recover its actual attorneys' fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

Limitations: THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF IDEA (A PUBLIC SCHOOL AND GOVERNMENTAL ENTITY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON IDEA'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON IDEA EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF OHIO.

Modifications: The contract may only be modified, altered, or changed by a written agreement signed by both IDEA and Vendor/Contractor and their duly authorized agents.

No Arbitration: Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be submitted to non-binding mediation or heard in a court of competent

jurisdiction in the State of Ohio sitting in Harrison County, Ohio.

Non-Appropriation/Funding Out: This Agreement is conditioned upon continued funding and appropriation and allotment of funds by the Ohio General Assembly and/or the continued operation of IDEA as a public community school pursuant to Ohio Revised Code Chapter 3314 and pursuant to the School's charter contract. This Agreement is further conditioned on continued allocation of funds by the School's Board of Directors (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the charter is suspended or terminated by the sponsor, then the School will issue written notice to Contractor and the School may terminate this Agreement without further duty or obligation hereunder.

No Waiver of Immunity: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, VENDOR/CONTRACTOR ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO IDEA, INCLUDING BUT NOT LIMITED TO ANY SOVEREIGN, STATUTORY, AND/OR GOVERNMENTAL IMMUNITY AVAILABLE TO IDEA UNDER APPLICABLE LAW.

Payment Terms: Unless a prompt payment discount with a payment term of at least ten (10) days is offered and accepted by IDEA, payment terms shall be thirty (30) days net from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later. In accordance with the Board's accounts payable policy, to receive payment for goods provided and/or services rendered, the Vendor/Contractor must submit a separate invoice, in duplicate, for each purchase order that includes the following:

a) Fully identifies the Vendor/Contractor, including the Vendor's/Contractor's authorized representative, and said identifying information conforms to that on the purchase order issued by IDEA to the Vendor/Contractor and/or the Agreement.
b) Includes an invoice number and date.
c) Is addressed to IDEA Greater Cincinnati, Inc., including the proper mailing address for accounts payable and the address to which goods and/or services were delivered.
d) References the purchase order number issued.
e) Delineates in sufficient detail the goods and/or services provided to IDEA, including the quantity and unit price of the goods and/or services, and the date that the goods were delivered or the services were rendered.

Payment will not be remitted until all goods provided and/or services rendered are inspected and confirmed received by IDEA.

Prices: IDEA accepts Vendor's/Contractor's price(s) as recorded on Vendor's/Contractor's Proposal and reserves the right to cancel the Agreement if the prices are to be increased without a properly negotiated and executed amendment to the Agreement.

Product Recall: Vendor/Contractor shall notify IDEA immediately if a product recall is instituted on any good and/or service Vendor/Contractor has delivered or if Vendor/Contractor discovers or becomes aware of any defect in quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

Purchase Order Required: Orders/requests may be submitted by telephone, fax, email, or mail. No valid orders/requests will be submitted without an IDEA approved purchase order.

Record Keeping: It is the responsibility of Vendor/Contractor to maintain such records as are required by law, IDEA, or as are prescribed by the professional and generally accepted standards of the appropriate state agency. The books and records related to the contract shall be maintained by Vendor/Contractor, and IDEA shall have the right to inspect and review such records at reasonable times upon request by IDEA.

Rights to Inventions Made Under a Contract or Agreement: The Vendor/Contractor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of a contract between the Vendor/Contractor and IDEA belongs to IDEA as work-for-hire and all rights are reserved by IDEA and/or the federal government in accordance with applicable federal law.

Severability: In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, then in lieu of such invalid, illegal, or unenforceable provision there shall be added automatically as a part of this Agreement a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the Parties, and all provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. Such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement.

Tax Exempt: IDEA is tax-exempt. Vendor/Contractor shall not include taxes on any Proposal, contract, PO, or invoice. IDEA will provide a tax exemption certificate to Vendor/Contractor upon request.

Termination: IDEA reserves the right to terminate all or any part of the undelivered portion of any order resulting from the Agreement with thirty (30) days written notice upon default by the Vendor/Contractor, for delay or nonperformance by the Vendor/Contractor, or if it is deemed in the best interest of IDEA, for convenience.

Ohio Public Records and Open Meetings Laws: Vendor/Contractor acknowledges that IDEA is a public school subject to requests for information under the Ohio Public Records and Open Meetings law ("Sunshine Law"). Under the Sunshine Law, there are exceptions to requests for disclosure which include, but are not limited to, information confidential by law and certain commercial information and trade secrets.

Unsatisfactory Performance by Vendor Staff: If any person employed by Vendor/Contractor fails or refuses to carry out the services detailed in this Agreement or is, in the opinion of IDEA's designated representative(s), incompetent, unfaithful, intemperate, or disorderly, or uses threatening or abusive language to an IDEA student, parent, or representative, or if otherwise unsatisfactory, he or she shall be removed from the work under this Agreement immediately and shall not again provide services to IDEA except upon consent of IDEA's representative(s).

PART VI - SUPPLEMENTAL TERMS AND CONDITIONS

Buy America Act: If the source of funds identified in **Funding Type on page 4** for this RFP and resulting Agreement is federal funds, IDEA has a preference to procure goods, products, or materials produced in the United States (2 CFR § 200.322).

Confidential and/or Proprietary Information: The vendor acknowledges that it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to IDEA. For purposes of this Agreement, "Confidential Information" shall include but not be limited to:

a) Information relating to IDEA's financial, regulatory, personnel, or operational matters.
b) Information relating to IDEA's clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
c) Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research and development activities, and computer programs and designs.
d) Contracts, product plans, sales and marketing plans, and business plans.
e) All information not generally known outside of IDEA's business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from IDEA or its agents.
f) The term "Confidential Information" does not include the following:
    i. Information available to the public through no wrongful act of the receiving party.
    ii. Information that has been published.
    iii. Information required in response to subpoena, court order, court ruling, or by law.

Vendor agrees that it will not, at any time during or after the termination of this Agreement, use or disclose any Confidential Information or trade secrets of IDEA to any person or entity for any purpose whatsoever without the prior written consent of IDEA, unless and except as otherwise required by applicable federal or state law or court order. Vendor agrees to release to IDEA all records and supporting documentation related to the Services provided under this Agreement upon completion of the Term hereof.

Federal Funds: As disclosed in **Funding Type on page 4**, the source of funds for this RFP and resulting Agreement is federal funds. Subsequently, the provisions stated in 2 CFR 200.326 and Appendix II to 2 CFR 200 are applicable. See **Attachment K** for details of these provisions.

Identity Theft Protection: If Vendor/Contractor will be storing employee or student data as part of the services under the Agreement, the following provisions apply:

a) Vendor/Contractor agrees to maintain the confidentiality of "personal identifying information" and "sensitive personal information," as those terms are defined in Ohio Revised Code § 3319.321 and the Family Educational Rights and Privacy Act 20 U.S.C. 1232g by implementing reasonable data security procedures, controls, and safeguards to ensure that such information is protected and not subject to re- disclosure. Vendor/Contractor agrees that "personal identifying information" and "sensitive personal information" will be collected only as necessary and in conjunction with this Agreement and will be restricted in its distribution and accessibility such that only authorized representatives of Vendor/Contractor who have agreed to maintain the confidentiality of the data may access it. Such information will be properly secured by the use of safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, locked physical files and backups, data encryption, and other technology tools. When necessary, "personal identifying information" and "sensitive personal information" will be disposed of through secure means, such as shredding paper files and erasing electronic files.

b) Vendor/Contractor will not bear responsibility for safeguarding information that is (i) publicly available; (ii) that is not "personal identifying information" or "sensitive personal information"; (iii) that is obtained by Vendor/Contractor from third parties without restrictions on disclosure and is not obviously "personal identifying information" or "sensitive personal information"; or (iv) is required to be disclosed by order of a court or other governmental entity.

c) Vendor/Contractor stipulates that this Agreement does not convey ownership of "personal identifying information" or "sensitive personal information" provided by IDEA under this Agreement. Upon termination of this Agreement, all personally identifiable information shall be immediately returned to IDEA.

d) If Vendor/Contractor becomes aware of a disclosure or security breach concerning any "personal identifying information" or "sensitive personal information" covered by this Agreement, Vendor/Contractor shall immediately notify IDEA and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a "breach of system security" where

"sensitive personal information" is breached Vendor/Contractor shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality `obligations set forth in this Section may, at IDEA's sole discretion, result in IDEA's immediately terminating this Agreement without financial penalty.

Privacy of Employee or Student Data: When educational records and Student Data will be utilized under the Agreement, or Employee data may be involved, the following provisions apply, and Vendor will enter into a Data Sharing Agreement provided by IDEA:

a) **General Guidelines.** The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by IDEA, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g. IDEA has determined that Vendor has a legitimate educational interest in the educational records, as that term is defined under FERPA, of IDEA's students who receive the services, and that Vendor is the agent of IDEA solely for the purpose of providing services under this Agreement. Vendor and its personnel shall maintain the confidentiality of Student Data, as defined below, and comply with the requirements of FERPA and all other applicable law with respect to the privacy of Student Data. Vendor's/Contractor's obligations under this Section shall survive the termination or expiration of this Agreement.

b) **Definition of "Student Data":** "Student Data" includes all Personally Identifiable Information ("PII") and other non-public information and includes, but is not limited to, student data, metadata, and user content.

c) **Collection and Use of Student Data:** Vendor will only collect Student Data necessary to fulfill its duties as outlined in this Agreement. Vendor will use Student Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement. Vendor is prohibited from mining Student Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

d) If Vendor has access to Employee PII, it shall protect PII and follow the same data protection and privacy standards as applied for Student Data.

e) **Data De-Identification:** Vendor may use de-identified Student or Employee Data for product development, research, or other purposes. De-identified Student or Employee Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Vendor agrees not to attempt to re-identify de-identified Student or Employee Data and not to transfer de-identified Student or Employee Data to any party unless that party agrees not to attempt re-identification.

f) **Marketing and Advertising:** Vendor will not use any Student Data to advertise or market to students or their parents.

g) **Modification of Terms of Service:** Vendor will not change how Student or Employee Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from IDEA.

h) **Student Data Sharing:** Student Data cannot be shared with any additional parties without prior written consent of IDEA, except as required by law.

i) **Access and Transfer or Destruction:** Any Student or Employee Data held by the Vendor will be made available to IDEA upon request by IDEA. Vendor will ensure that all Student or Employee Data in its possession and in the possession of any subcontractors or agents to which Vendor may have transferred Student or Employee Data are destroyed or transferred to IDEA when the Student or Employee Data is no longer needed for its specified purpose, at the request of IDEA.

j) **Rights and License In and To Student or Employee Data**: The Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of IDEA, and that Vendor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Vendor any rights, implied or otherwise, to Student or Employee Data, content, or intellectual property, except as otherwise expressly stated in this Agreement. This includes the right to sell or trade Student or Employee Data.

k) **Security Controls:** Vendor will store and process Student or Employee Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Student or Employee Data from unauthorized access, disclosure, and use. Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of IDEA in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Vendor agrees to share its incident response plan upon request.

PART VII – REQUIRED ATTACHMENTS

Attachment A – Title Page

A Proposal Submitted in Response to

IDEA's Request for Proposals
2-ERCSP-0825 Ohio E-Rate Cyber Security Pilot Program
Form 470# CBR420250453

Submitted By:

_____
(Full Legal Name of Vendor)

Vendor dba (if applicable): _____

Employer Identification Number: _____

Street Address: _____

City, State, and Zip Code: _____

Additional Requirements:

The proposal must include the name of each person with at least 25% ownership of the business.

Name: _____ Name:_____

Name: _____Name: _____

On:

_____
(Date of Proposal Submission)

Attachment B – Vendor Acknowledgement

The undersigned representative of the proposing organization indicated below hereby acknowledges and affirms that:

1. I am authorized to enter into a contractual relationship on behalf of the proposing organization indicated below.
2. I have carefully examined and accept the general terms and conditions in addition to the specifications and supplemental terms and conditions (if applicable) included in this solicitation.
3. Neither the respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties of interest, has in any way collude, conspired, or agreed, directly or indirectly with any person, corporation, or other respondent or potential respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response.
4. No attempt has been or will be made by the firm's officers, employees, or agents to lobby, directly or indirectly, IDEA Board of Directors, or any employee involved in this procurement activity.
5. If all or any part of this proposal is accepted, the vendor shall provide all products/services at the prices quoted and in strict compliance with all terms and conditions associated with this solicitation.
6. The proposing organization is in compliance with all applicable federal, state and local codes, laws and statutes.

Vendor Legal Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Project Contact Person: _____

Contact Phone Number: _____

Contact Email Address: _____

Web Site Address: _____

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Attachment C – Evidence of Insurance

Proof of insurance with the specified coverages is required upon proposal submission.

MINIMUM INSURANCE COVERAGE & LIMITS FOR VENDORS AND PROFESSIONAL SERVICE PROVIDERS			
Type of Contractor	**Required Coverage**	**Required Coverage Limits**	**Other**
Speakers, Presenters, Judges, DJ, Decoration and Photobooth Vendors (This is not an all-inclusive list)	NA	NA	Hold Harmless Agreement
Charter Bus Services	Commercial General Liability	Each Occurrence: $1,000,000 General Aggregate: $2,000,000 Medical Expenses: $5,000	Additional Insured and Waiver of Subrogation Endorsement
	Automobile Liability	Combined Single Limit or Umbrella Liability (excess) $5,000,000 Uninsured Motorist: $100,000 Medical Payments or Personal Injury Protection: $5,000	Additional Insured and Waiver of Subrogation Endorsement
Maintenance/Repair (painting, plumbing, HVAC, roofing, landscape, etc.) **Service Providers (copier/fax service, computers, security, equipment vendors, etc.)**	Commercial General Liability	Each Occurrence: $1,000,000 General Aggregate: $2,000,000 Personal and Advertising Injury: $500,000	Additional Insured Endorsement
	Automobile Liability Including: ☐ Owned Vehicles ☐ Non-Owned Vehicles ☐ Hired Vehicles *(Required for vehicles driven on school property)*	Combined Single Limit: $1,000,000	
	Workers' Compensation* Employers' Liability	Limit: State- Statutory Each Occurrence: $500,000	Waiver of Subrogation Endorsement

Vendor General Insurance Requirements	Commercial General Liability	Each Occurrence: $1,000,000 General Aggregate: $2,000,000 Personal and Advertising Injury: $500,000	Additional Insured Endorsement
	Automobile Liability Including: ☐ Owned Vehicles ☐ Non-Owned Vehicles ☐ Hired Vehicles *(Required for vehicles driven on school property)*	Combined Single Limit: $1,000,000	
	Workers' Compensation* Employers' Liability	Limit: State- Statutory Each Occurrence $500,000	Waiver of Subrogation Endorsement

For the contractor categories below, the following coverages may apply in addition to the general insurance requirements listed above:

Welders, plumbers (work with open flames)	Fire Damage	Each Occurrence: $1,000,000	Additional Insured Endorsement
Hazardous Materials, Waste Haulers, Pest Control, etc.	Pollution Liability (May require project-specific coverage)	Each Occurrence: $1,000,000	Additional Insured Endorsement
Professional Services (accountants, architects, attorneys, education consultants, etc.)	Professional Liability	General Aggregate: $2,000,000 Each Occurrence: $1,000,000 Abuse of Molestation (If applicable) $1,000,000	Additional Insured Endorsement
Nurses, therapists, medical providers	Professional Liability or Medical Malpractice (as applicable)	General Aggregate: $3,000,000 Each Occurrence: $1,000,000 Abuse of Molestation: (If applicable) $1,000,000	Additional Insured Endorsement
Payroll company, Data managers	Cyber Liability	Each Occurrence $1,000,000	Additional Insured Endorsement

The Additional Insured Endorsement language must name as follows: IDEA Public Schools, 2115 W. Pike Blvd, Weslaco, TX 78596.
Please click here to see a COI Example.

Rev. December 8, 2022

Attachment D – Certification Regarding Drug-Free Workplace

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701 and Pursuant to 2 CFR Part 182.

The undersigned Vendor/Contractor certifies it will provide a drug-free workplace by:

- Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee.

- Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, Vendor's/Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace.

- Providing each employee with a copy of Vendor's/Contractor's policy statement.

- Notifying the employees through Vendor's/Contractor's policy statement that as a condition of services to IDEA, employees shall abide by the terms of the policy statement and notifying Vendor/Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statue in the workplace.

- Notifying IDEA within ten (10) days of Vendor's/Contractor's receipt of a notice of a conviction of any employee; and,

- Taking appropriate personnel action against an employee convicted of violating a criminal drug statue or requires such employee to participate in a drug abuse assistance or rehabilitation program.

_____

Legal Vendor/Contractor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Attachment E – Non-Collusion Statement

The undersigned affirms that he/she is duly authorized to execute this RFP, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Respondent, and that the contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

_____

Legal Vendor/Contractor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Vendor/Contractor hereby assigns to IDEA any and all claims for overcharges associated with this RFP which arise under the antitrust laws of the United States, 15 USCA Section 1.

Attachment F – IDEA Conflict of Interest Form

By signature of this Proposal, Vendor/Contractor covenants and affirms that:

- No manager, employee or paid consultant of Vendor/Contractor is a member of the IDEA Board of Directors, IPS Enterprises, Inc., or IDEA Public Schools, or an employee of IDEA.
- No manager or paid consultant of Vendor/Contractor is an immediate family member of a public official of IDEA, IPS Enterprises, Inc., or IDEA Public Schools, or an employee of IDEA.
- No public official of IDEA or employee of IDEA is a manager or paid consultant of Vendor/Contractor, or has a prohibited financial or fiduciary interest in the Vendor/Contractor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive Officer, nor any employee of IDEA owns or controls more than 10% in Vendor/Contractor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive Officer, nor any employee of IDEA receives compensation from Vendor/Contractor for lobbying activities.
- Vendor/Contractor has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest.
- Should Vendor/Contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Vendor/Contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with IDEA and shall further be liable for any costs incurred or damages sustained by IDEA relating to that contract.

_____

Legal Vendor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Attachment G – Equal Opportunity and Nondiscrimination

Vendor/Contractor promotes employment opportunity through a program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally, discrimination is prohibited against any beneficiary of programs funded under Title I of the Workforce Investment Act of 1998, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any WIA Title I financially assisted program or activity. Vendor/Contractor conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

EEO Laws, Rules, Guidelines, Regulations

Vendor/Contractor provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders. Such regulations include:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition, or privilege of employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.
- Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
  - Ohio Revised Code Chapter 4112, which prohibits discrimination in employment based on race, color, religion, sex, national origin, familial status, ancestry, disability, or military status.
- .
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

Vendor/Contractor is committed to promoting equal employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Vendor/Contractor takes positive steps to eliminate any systematic discrimination from personnel practices. Vendor/Contractor recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, national origin, age, or disability status. Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining, and carrying out an effective equal employment opportunity program.

_____

Legal Vendor/Contractor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Attachment H – Certification Regarding Lobbying

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, or an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of IDEA in connection with the awarding of Federal contract, the making of a Federal grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of IDEA in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the awarded documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

_____

Legal Vendor/Contractor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Attachment I – Debarment or Suspension Certificate

Federal Executive Order (E.O.) 12549 "Debarment" requires that all Vendors/Contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at https://sam.gov/content/home.

This certification is required by Uniform Guidance Federal Regulations implementing Executive Orders 12549 and 12689, pursuant to 2 CFR Part 200.214 and 2 CRF Part 180.

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the Vendor/Contractor is unable to certify any of the statements in this certification, Vendor/Contractor shall attach an explanation to this certification form.

_____

Legal Vendor/Contractor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Attachment J – Felony Conviction Disclosure Statement

IDEA Greater Cincinnati, Inc. ("IDEA") requires a person or business entity that enters into a contract with IDEA for the provision of goods or services to give advance notice to IDEA if the person or an owner or operator of the business entity has been convicted of a felony. This notice must include a general description of the conduct resulting in the conviction of a felony.

IDEA may terminate a contract with a person or business entity if IDEA determines that the person or business entity failed to give such notice or misrepresented the conduct resulting in the conviction.

NOTE: This notice statement is not required of a publicly held corporation.

Please mark the appropriate choice below:

☐ This business entity is a publicly held corporation; therefore, this reporting requirement is not applicable.

☐ This business entity is not owned nor operated by anyone who has been convicted of any felony.

☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s): _____

General description of the conduct resulting in the conviction of a felony:

_____

Name of Individual: _____

General description of the conduct resulting in the conviction of a felony:

_____

I, the undersigned agent for the business entity named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor Business (DBA) Name: _____

Name of Authorized Company Official (Print): _____

_____ _____ _____

Signature of Company Official Title Date

Attachment K – Contract Provisions for Contracts Involving Federal Funds

With respect to the use of federal funds for the procurement of goods and services, 2 CFR 200.326 and Appendix II to 2 CFR 200 require the inclusion of the following contract provisions.

1. *Remedies for Contract Breach or Violations*. Contracts for more than the simplified acquisition threshold currently set at $250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

2. *Termination for Cause and Convenience*. All contracts in excess of $10,000 must address termination for cause and for convenience by IDEA including the manner by which it will be affected and the basis for settlement.

3. *Equal Employment Opportunity*. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''

4. *Davis-Bacon Act*. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by IDEA must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction''). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. IDEA must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. IDEA must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland ''Anti-Kickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, ''Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States''). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. IDEA must report all suspected or reported violations to the Federal awarding agency.

5. *Contract Work Hours and Safety Standards Act*. Where applicable, all contracts awarded by IDEA in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Attachment K – Contract Provisions for Contracts Involving Federal Funds (cont'd)

6. *Rights to Inventions Made Under a Contract or Agreement*. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

7. *Clean Air Act and the Federal Water Pollution Control Act*. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. *Energy Efficiency Standards and Policies*. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

9. *Debarment and Suspension*. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. *Byrd Anti-Lobbying*. Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.

11. *Procurement of Recovered Materials*. IDEA and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12. Buy America Act. Federally funded projects creates a preference to procure goods, products, or materials produced in the United States (2 CFR § 200.322).

Attachment K – Contract Provisions for Contracts Involving Federal Funds (cont'd)

Vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that the vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Legal Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment L – Criminal History Review of Vendor/Contractor Employees

Ohio Revised Code Section 3314.41 requires entities that contract with community schools to provide essential school services to obtain criminal records history and fingerprinting records for all employees who, during any period of time of employment, the person will have routine interaction with a child or regular responsibility for the care, custody, or control of a child. The Vendor shall report any employee whose criminal records check identifies a disqualifying offense per R.C. 3319.39.

CRIMINAL HISTORY REVIEW OF VENDOR/CONTRACTOR EMPLOYEES CERTIFICATION

Please complete the information below:

I, the undersigned agent for the legal entity named below certify that [check one]:

☐ None of the employees of Vendor/Contractor and any subcontractors are providing essential school services as defined above. If this box is checked, I further certify that Vendor/Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor/Contractor and any subcontractor will not begin to provide essential school services. Vendor/Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

☐ Some or all of the employees of Vendor/Contractor and any subcontractor are providing essential school services. If this box is checked, I further certify that:

1. If Vendor/Contractor receives information that the employee subsequently has a reported criminal history, Vendor/Contractor will immediately remove the employee from contract duties and notify the School in writing within three business days.
2. Upon request, Vendor/Contractor will provide the School with the name and any other requested information regarding covered employees so that the School may obtain criminal history record information on the employees providing essential school services.
3. If the School objects to the assignment of an employee on the basis of the employee's criminal history record information, Vendor/Contractor agrees to immediately discontinue using that employee to provide services to the School.
4. All employees providing essential school services have completed the required background check process prior to performing any duties related to the School or having any direct contact with students.

I understand that non-compliance with this certification by Vendor/Contractor may be grounds for contract termination and/or barring disqualified persons from performing the work.

_____

Legal Vendor/Contractor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Attachment M – Reference Sheet

Please list a **minimum of three (3) verifiable references** of clients/organizations (governments, charter schools, or ISDs) that have used your services. Preferably the Respondent shall list references for any projects completed in the past **five (5) years** that are similar to the scope of work in this Solicitation. If additional space is required, attach additional pages hereto. IDEA would prefer some of the references to be new customers in the last year, and Ohio clients/organizations are preferred:

1. _____
Customer/Client School or Organization/Entity Name Dates of Contract

_____
Street Address City State Zip

_____
Contact Person Phone Number Email Address

_____
Project Scope

2. _____
Customer/Client School or Organization/Entity Name Dates of Contract

_____
Street Address City State Zip

_____
Contact Person Phone Number Email Address

_____
Project Scope

3. _____
Customer/Client School or Organization/Entity Name Dates of Contract

_____
Street Address City State Zip

_____
Contact Person Phone Number Email Address

_____
Project Scope

Attachment N – Litigation, Terminations, Claims

Respondent shall list any project completed in the past **five (5)** years where litigation was filed by Customer/Client or Organization/Entity against Respondent, the contract was terminated by Customer/Client or Organization/Entity before the expiration of term, or insurance claims were reported against Respondent's insurance by Customer/Client or Organization/Entity. If additional space is required, attach additional pages hereto.

1. _____
Customer/Client School or Organization/Entity Name

_____
Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____
_____
_____
_____

2. _____
Customer/Client School or Organization/Entity Name

_____
Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____
_____
_____
_____

3. _____
Customer/Client School or Organization/Entity Name

_____
Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____
_____
_____
_____

☐ **I certify that no claims, litigations, or terminations have been filed against my company in the past 5 years.**

_____ _____
Signature of Authorized Representative Date

Attachment O – Proposed Pricing

Respondent must provide pricing/price schedule utilizing *Attachment O: Proposed Pricing – Ohio Cyber Security Pilot Program* in its submitted Proposal. Please indicate "No Bid" on Items you wish not to Bid on. Please refer to the *Pricing Sheet Response Instructions* within the Excel file. **Pricing must be submitted utilizing IDEA's Attachment O.**

⚠ ***Attachment O: Proposed Pricing – Ohio Cyber Security Pilot Program*** **is available for download at https://ideapublicschools.org/regions/greater-cincinnati/.**

Attachment O: Proposed Pricing - Ohio Cyber Security Pilot Program

Applicant (BEN):	IDEA Consortium (BEN 17017250)
IDEA Region:	Ohio
Form 470#:	470# CBR420250453
Service Provider:	
SPIN:	
Contact Name:	
Contact E-mail:	
Contact Phone:	
Site Visit Attendee:	

Pricing Sheet Response Instructions

*Please complete the yellow cells with your proposed solution. The blue columns are autopopulated and should not be edited.
**If you do not plan to offer a specific line item, please place "N/A" in the Proposed Solution "Make" Column.
***Specific models have been listed below to provide a better understanding of the specs the applicant is interested in. ALL proposals that include
****Should there be a discrepancy between the fees listed in this Pricing Attachment and any other proposal response document, the costs offered in this document shall prevail.

	Requested Solution (or equivalent)			*Proposed Cybersecurity Solution				Monthly Costs		One-Time	Ineligible Costs		Proposal Cost Calculations		
	Requested Type of Service	Quantity	Term	**Make	***Model #/SKU	Quantity	Cyberpilot Eligible % of the Model	Monthly Recurring Per Unit Cost	Estimated Months of Service	One-time Per Unit Cost	Monthly Recurring Unit Ineligible	One-time Unit Ineligible Cost (if any)	Total Extended Cost	Total Extended Cyber Ineligible	Total Extended Cyber Eligible Cost
REQUEST	Distributed-Denial-of-Service (DDoS) Protection	5 URLs/Domains	Year 1					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
	Distributed-Denial-of-Service (DDoS) Protection	5 URLs/Domains	Year 2					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
	Distributed-Denial-of-Service (DDoS) Protection	5 URLs/Domains	Year 3					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
REQUEST	Secure DNS (DNS-Layer Security, Blocking, and Filtering)	2,500 Users	Year 1					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
	Secure DNS (DNS-Layer Security, Blocking, and Filtering)	2,500 Users	Year 2					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
	Secure DNS (DNS-Layer Security, Blocking, and Filtering)	2,500 Users	Year 3					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
REQUEST THR	Identity Governance & Technologies	For Entire Region	Year 1					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
	Identity Governance & Technologies	For Entire Region	Year 2					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
	Identity Governance & Technologies	For Entire Region	Year 3					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
REQUEST FOU	Secure Access Service Edge (SASE) - Browser Isolation (Enterprise Browser)	25 Licenses	Year 1					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
	Secure Access Service Edge (SASE) - Browser Isolation (Enterprise Browser)	25 Licenses	Year 2					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
	Secure Access Service Edge (SASE) - Browser Isolation (Enterprise Browser)	25 Licenses	Year 3					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
REQUEST FIVE	Data Loss Prevention (DLP) - Data Security	250 Licenses	Year 1					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
	Data Loss Prevention (DLP) - Data Security	250 Licenses	Year 2					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
	Data Loss Prevention (DLP) - Data Security	250 Licenses	Year 3					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
	Web Application Scanning - Internal/External Vulnerability Scanning	5 URLs/Domains	Year 1					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
	Web Application Scanning - Internal/External Vulnerability Scanning	5 URLs/Domains	Year 2					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
	Web Application Scanning - Internal/External Vulnerability Scanning	5 URLs/Domains	Year 3					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
	Internal and External Penetration Testing - Ad-Hoc Services	1 Pen Tests Annually	Year 1					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
	Internal and External Penetration Testing - Ad-Hoc Services	1 Pen Tests Annually	Year 2					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
	Internal and External Penetration Testing - Ad-Hoc Services	1 Pen Tests Annually	Year 3					$ -	12	$ -	$ -	$ -	$ -	$ -	$ -
	Miscellaneous	Shipping/Freight	1					$ -	1	$ -	$ -	$ -	$ -	$ -	$ -
	Miscellaneous	Installation	1					$ -	1	$ -	$ -	$ -	$ -	$ -	$ -
													$ -	$ -	$ -

Total Quoted Costs:	$0.00
Eligible Costs:	$0.00
Ineligible Costs:	$0.00

SAMPLE

Respondent must fill-out the W-9 and submit with its Proposal. The W-9 form and instructions can be obtained at the following link: https://www.irs.gov/pub/irs-pdf/fw9.pdf

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Attachment Q – Deviations and Exceptions

If the undersigned Vendor intends to deviate from the specifications listed in this RFP, all such deviations must be listed on this page (and attachments as necessary), with complete and detailed conditions and information included or attached. IDEA will consider any deviation in its RFP award decisions, and IDEA reserves the right to accept or reject any Proposal based upon any deviations indicated below or in any attachments or inclusions. ***Please note that deviations and variations are strongly discouraged and may be grounds for Proposal rejection at IDEA's sole discretion.***

In the absence of any deviation entry on this form the Vendor assures IDEA of its full compliance with the terms and conditions, specifications, and all other information contained in this RFP.

☐ The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications, and other requirements set forth in this RFP without deviation and exception.

☐ The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications, and other requirements set forth in this RFP except as follows:

_____

_____

_____

_____

_____

_____

_____

_____

(For additional deviations and exceptions, refer to additional pages attached herewith.)

_____
Legal Vendor Name

_____ _____
Signature of Authorized Representative Date

_____
Printed Name and Title of Authorized Representative

Part IX: APPENDICES

The appendices included in this section contain information relevant to this RFP and to the preparation of a responsive Proposal.

(The rest of this page was intentionally left blank)

Appendix A: Sites

Campus Name	Address	City	State	Zip Code	Latitude	Longitude
Weslaco HQ	2115 W Pike Blvd	Weslaco	TX	78596	26.169384	-98.011783
Austin Regional Office	5816 Wilcab Rd. B	Austin	TX	78721	30.273604	-97.675087

Signature of Authorized Representative

Date

(The rest of this page was intentionally left blank.)

Appendix B: RFP Completion Checklist

The documents below are <u>required</u> for proposal submission to be considered complete. Failure to submit the required documents may result in a proposal being deemed nonresponsive.

☐ Proof of valid Service Provider Identification Number (SPIN)

☐ Executive Summary

☐ Summary of Experience & Qualifications

☐ Response to Evaluation Criteria

☐ Attachment A: Title Page

☐ Attachment B – Vendor Acknowledgement

☐ Attachment C –Evidence of Insurance

☐ Attachment D – Certification Regarding Drug-Free Workplace

☐ Attachment E – Non-Collusion Statement

☐ Attachment F – IDEA Conflict of Interest Form

☐ Attachment G – Equal Opportunity and Nondiscrimination

☐ Attachment H – Certification Regarding Lobbying

☐ Attachment I – Debarment or Suspension Certificate

☐ Attachment J – Felony Conviction Disclosure Statement

☐ Attachment K – Contract Provisions for Contracts Involving Federal Funds

☐ Attachment L— Criminal History Review of Vendor/Contractor Employees

☐ Attachment M – Reference Sheet

☐ Attachment N – Litigation, Terminations, Claims

☐ Attachment O – Proposed Pricing (pricing <u>must</u> be submitted on this form)

☐ Attachment P – IRS For W-9

☐ Attachment Q – Deviation and Exceptions

☐ Estimated delivery and implementation timeline

☐ IDEA Mutual Non-Disclosure Agreement (submitted after RSVP confirmation prior to Pre-Proposal Conference)

☐ **<u>By selecting this checkbox, the vendor acknowledges and agrees to the terms and conditions outlined in this solicitation document.</u>**

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Part X: ADDENDA

Any interpretations, corrections, additions, or changes to this RFP will be communicated to Respondents by the issuance of an addendum. It is the responsibility of Respondent prior to submitting a Proposal to determine whether an addendum was issued by checking IDEA's website: https://ideapublicschools.org/regions/greater-cincinnati/ under "Formal Solicitations". All Respondents shall comply with the requirements specified in any addendum.

(The rest of this page was intentionally left blank.)

END OF IDEA GREATER CINCINNATI, INC. RFP