

**ATTACHMENT C**  
**AGENCY PROVISIONS**  
**SOLICITATION NO. EV00000540**

**1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this RFI the Supplier and any subcontractor(s) certifies to the best of their knowledge and belief, that they and their principals, and any subcontractors:

- 1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
- 1.2. Have not within the three-year period preceding the submittal of this response 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) Agreement; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses aforementioned in this section; and
- 1.4. Have not within the three-year period preceding the submittal of this response had one or more public (Federal, State or local) Agreements terminated for cause or default.

If the Vendor is unable to certify to any of the statements in this certification, the Supplier must include an explanation of such circumstances in Section Two of the response.

**2. Student Data**

By submitting a response to this RFI the Supplier and any subcontractor(s) certifies that they and their principals, and any subcontractors will comply with the Student Data and Privacy Requirements and Statements in this section.

- 2.1. The supplier's ability to provide services if they are chosen to contract with an LEA would require an LEA to share student data containing confidential personally identifiable information ("PII") from education records maintained by the LEAs with the supplier. The supplier agrees to comply with all state and federal laws relating to student data and privacy, including the Family Educational Rights and Privacy Act, (20 U.S.C § 1232g; 34 CFR Part 99) ("FERPA")
- 2.2. The supplier will safeguard the confidentiality and integrity of all data received from the LEA, place limitations on its use, and maintain compliance with all applicable privacy

laws. The supplier shall establish appropriate administrative, technical and physical safeguards to ensure the security and confidentiality of all student data.

### **3. Subcontractors**

No third-party vendors or subcontractors shall be included as part of a submitted Bid to the RFI nor any subsequent contract with an LEA.

### **4. Choice of Law and Venue**

Any claim, dispute, or litigation relating to the RFI, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Venue for any action, claim, dispute, or litigation relating in any way to the RFI, shall be in Oklahoma County, Oklahoma.

### **5. Employment Relationship**

The RFI does not create an employment relationship. Individuals providing products or performing services pursuant to the RFI are not employees of the OSDE, SBE or EA and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

### **6. Oklahoma Open Records Act**

Responses to RFI are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the response will not be disclosed, except for purposes of evaluation, prior to approval by the OSDE. All material submitted becomes the property of the SBE and OSDE. Responses will not be considered confidential after approval by the OSDE except for information in the response marked proprietary and confidential.