

**Solicitation Number: RFP #090320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PowerSchool Group LLC, 150 Parkshore Drive, Folsom, CA 95630 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires November 2, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that the media on which Vendor's Licensed Product is recorded will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase. Participating Entities' exclusive remedy under this Section will be replacement of the defective media. Vendor warrants that for Subscription Services during an applicable subscription term (a) this Contract, the Quote, and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer's data (b) Vendor will not materially decrease the overall security of Subscription Services and (c) Vendor will not materially decrease the overall functionality of the Subscription Services.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the

address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

#### **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Vendor may assign its rights and obligations under this Contract to its successor, without Sourcewell's consent, in the event that Vendor effects a corporate reorganization, consolidates with, or merges into, any person or transfers all or substantially all of its properties or assets to any entity.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. This Agreement will inure to the benefit of, and be binding upon, the Parties, their respective successors, executors, administrators, heirs and permitted assignees.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcwell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

Vendor will not be liable to Sourcwell or its Participating Entities for any special, exemplary, indirect, incidental, or consequential damages; or lost profits, lost funding, lost savings, or lost or damaged data; or for claims of a third party; arising out of this Contract, subscription services, support services, or other items provided, or the use or inability to use any of the foregoing, even if Vendor has been advised of the possibility of such damages or they are foreseeable.

### **12. AUDITS**

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

### **13. GOVERNMENT DATA PRACTICES**

Vendor and Sourcwell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcwell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

### **14. INDEMNIFICATION**

As applicable, Vendor agrees to indemnify and hold harmless Sourcwell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcwell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcwell or its Participating Entities supplied by Vendor in violation of applicable



patent or copyright laws, provided that Vendor will have received from Sourcewell or its Participating Entities: (i) prompt written notice of such claim; (ii) the exclusive right to control and direct the investigation, defense and settlement of such claim; and (iii) all reasonable necessary cooperation of Sourcewell or its Participating Entities. If use of Vendor's Product is enjoined Vendor may (i) substitute for the Vendor's Product, a substantially and functionally similar product and documentation; (ii) procure the right to continue using the Vendor's Product; or if (i) or (ii) are not possible after reasonable commercial efforts from Vendor then Vendor may terminate this Agreement and credit a pro-rated return of unused portion of the subscription. The foregoing obligation of Vendor does not apply to the extent the claim arises from (i) modifications to the Vendor Product by anyone other than Vendor; (ii) combinations of the Vendor's Product with products or process not provided or authorized by Vendor; or (iii) any unauthorized use access or distribution of the Vendor's Product.

## **15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

## **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## **17. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default. Vendor will not be deemed in default of this Agreement for delays or failure in performance resulting from acts beyond its reasonable control, including but not limited to, default by subcontractors or suppliers, failure of a Participating Entity to provide promptly to Vendor accurate information and materials, as applicable, acts of God or of a public enemy, acts of terrorism, United States or foreign governmental acts in either a sovereign or contractual capacity, labor, fire, power outages, road icing or inclement conditions, flood, epidemic, restrictions, strikes, and/or freight embargoes.

## **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

## Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

## Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional

insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities 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 C.F.R. § 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. The non-federal entity 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. The non-federal entity 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 C.F.R. § 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. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions 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. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.



G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must 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 up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state 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 C.F.R. § 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 during 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.

**24. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

PowerSchool Group LLC

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 10/27/2020 | 11:33 AM CDT

DocuSigned by:  
By: Philip Radmilovic  
170B9E005E66422...  
Philip Radmilovic  
Title: Vice President Controller  
Date: 11/4/2020 | 12:31 PM PST

Approved:

DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 11/4/2020 | 3:05 PM CST

# RFP 090320 - Public Sector and Education Administration Software Solutions with Related Services

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## Vendor Details

Company Name: PowerSchool Group LLC  
Address: 150 Parkshore Drive  
Folsom, California 95630  
Contact: Joseph Ayala  
Email: pssrfp@powerschool.com  
Phone: 916-461-3411  
Fax: 916-596-0950  
HST#: 47-4429364

## Submission Details

Created On: Monday July 27, 2020 07:24:51  
Submitted On: Wednesday September 02, 2020 21:49:12  
Submitted By: Joseph Ayala  
Email: pssrfp@powerschool.com  
Transaction #: d0f57b00-8ba9-45b2-b196-87f12515594e  
Submitter's IP Address: 99.180.69.163

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	PowerSchool Group LLC
2	Proposer Address:	PowerSchool Group LLC 150 Parkshore Drive Folsom, CA 95630
3	Proposer website address:	<a href="http://www.powerschool.com">http://www.powerschool.com</a>
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	PowerSchool's Authorized Representative that has the authority to sign the "Proposer's Assurance of Compliance" and if selected the expected resulting contract on behalf of PowerSchool is:  Philip Radmilovic Vice President, Controller PowerSchool Group LLC 150 Parkshore Drive Folsom, CA 95630 (916) 288-1725 pssrfp@powerschool.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	PowerSchool's primary contact for this proposal is:  Joseph Ayala Director, Bids & Proposals PowerSchool Group LLC 150 Parkshore Drive Folsom, CA 95630 (916) 461-3411 joseph.ayala@powerschool.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Not applicable; there are no other contacts for this proposal.

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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<p>7</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Founded over 20 years ago, PowerSchool is today honored to be the leading provider of K-12 and HigherEd application technology supporting over 45 million students in over 80 countries. Established in 1997, Apple acquired the PowerSchool platform in 2001. In the following years, through a series of acquisitions of SIS companies, and the growth of a dedicated team of PowerSchool developers, sales and support staff, PowerSchool's capabilities and enrollment grew significantly. In June 2015, Vista Equity Partners announced that it would purchase the PowerSchool Group from PowerSchool. The sale was completed in August of 2015, making PowerSchool the largest U.S.-owned provider of educational technology.</p> <p>As a privately held group with solid financing, PowerSchool is experiencing accelerated growth and expansion. Recent improvements in support of this growth include a move to new, expanded facilities; partnership with Rackspace, an improved and more technologically advanced hosting center; and the acquisition of long-standing K-12 technology companies including: InfoSnap, Interactive Achievement, Haiku, TIENET, PeopleAdmin / Performance Matters / TrueNorthLogic, and Schoology. These acquisitions were central to the creation of our single Education Technology platform enabling PowerSchool to offer a truly unified classroom experience.</p> <p>With approximately 2,400 employees and backing from leading investment firms aligned to PowerSchool's long-term vision and success, PowerSchool has been recognized as one of Inc. 5000's 2019 Fastest Growing Companies in America. Recently, the company has been recognized with several product and corporate awards including CODiE, EdTech Breakthrough, and Stevies.</p> <p>PowerSchool's mission is to power the education ecosystem with unified technology that helps educators and students realize their potential, in their way. PowerSchool's Vision is a Unified Ecosystem. At PowerSchool, we believe the simple truth that every student deserves the best opportunities in life. Our mission is to power the education ecosystem with unified technology that helps educators and students realize their potential, their way.</p> <p>Every educational organization is different, and every student, educator, and parent have a unique set of needs. We make sure everybody can create a meaningful path with our technology.</p> <p>We build bridges. Educators break through when students have the full support of their communities. That is why we actively seek out ways to forge connections between parents, students, and educators.</p> <p>We unlock potential. We are up to the challenge, going the distance in pursuit of innovations that break down barriers in education and pave the way for success.</p> <p>At PowerSchool, we know that the collective effort of our people is the key to achieving our goals and succeeding in our mission to empower the education ecosystem through unified technology. Recognizing the importance of our people, we set clear expectations for the behaviors we see as vital to success at PowerSchool. We ask that our employees agree to act in accordance with our core values at all times. In return, PowerSchool pledges to foster an environment that empowers and celebrates those behaviors.</p> <p>This is our PowerSchool PACT: Passion (we are committed to putting in the work to achieve our vision); Accountability (we understand that the work we do is mission-critical to the safety and success of millions of people); Curiosity (we are always in pursuit of what is possible); and Teamwork (our collective knowledge and creativity gives us the power to reach our goals).</p> <p>Using our vision, mission and values, PowerSchool helps K12 and HigherEd organizations efficiently manage instruction, learning, grading, attendance, assessment, analytics, state reporting, special education, student registration, talent, finance, and human resources, and payroll.</p>
<p>8</p>	<p>What are your company's expectations in the event of an award?</p>	<p>PowerSchool is the most widely used educational technology across K12 schools and used widely in HigherEd. Sourcewell is one of the most recognized and service cooperatives. Together, we can provide members of Sourcewell with industry-leading products and solutions. We are also firm on our commitment to partner with Sourcewell on marketing initiatives and have an internal process in place to support Sourcewell with a 2% admin fee on all sales resulting from the Sourcewell contract.</p> <p>With over 20+ years of experience, PowerSchool offers the most comprehensive and effective solutions available. With our proven track record of timely deployments, and successfully implementing 1000's of customers providing high quality service and products, we are committed to a partnership with Sourcewell and committed to the success of your members.</p>

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	PowerSchool is financially healthy, and we continue to invest in our company through research, innovation, and improvement of our products, processes, and services. Our many years of successful solution deployments, coupled with our comprehensive functionality and stability, make PowerSchool a reliable long-term partner for this and future projects. PowerSchool is providing Sourcewell with its Dun & Bradstreet Number: 7-995-1250 for further PowerSchool financial information. We will be able to provide audited financial records, upon request, and the signing of a non-disclosure agreement.	*
10	What is your US market share for the solutions that you are proposing?	PowerSchool is the #1 Leading Provider of education application technology, reaching 75% of students in North America. Worldwide, PowerSchool reaches 45 million students in over 13,000 organizations in 80+ countries.	*
11	What is your Canadian market share for the solutions that you are proposing?	Our products are currently support 76 percent of students in Canada. Our growing business currently employs over 2,000 people with 200 based in Canada. We're proud to be backed by a leading Canadian Investment firm, focused on long-term success. Our commitment to innovation is evident by our annual R&D investment, which is more than most of our competitors' total revenues. PowerSchool products are used in English- and French-speaking educational organizations.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, PowerSchool has never petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PowerSchool is best described as a manufacturer and service provider of its solutions.  Our dynamic employee team is made up of dedicated, full-time, PowerSchool employees, not employees of a third party. Sales Reps, Product Managers, Software Engineers and Architects, Directors, Marketing Professionals, Technical Support and Services Professionals, have one unified goal: to power the education ecosystem with unified technology that helps educators and students realize their potential, in their way. All PowerSchool employees work in a cross-functional environment to provide comprehensive end-to-end education solution and services that benefits the entire education ecosystem.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Typically, no certifications and/or licenses are required, however, PowerSchool employees have earned the following certifications: <ul style="list-style-type: none"> <li>• Project Managers with Project Management Professional Certification</li> <li>• Employees with Bachelor of Science, Bachelor of Art, and/or Master of Science in Education</li> <li>• Special Education Certification</li> <li>• Teaching Certificates</li> <li>• Multiple Language Proficiencies</li> <li>• CMI Certified Information Technology Architect (Foundation)</li> <li>• Six Sigma Yellow Belt Certification</li> <li>• NextGen Certified Professional</li> <li>• VMware Technical Sales Professional</li> <li>• VMware Certified Professional</li> <li>• Intelisys Cloud Certified Professional</li> <li>• Certified Scrum Product Owner</li> <li>• Certified Scrum Master</li> <li>• Microsoft Certified Product Specialist</li> <li>• Microsoft Certified Trainer</li> <li>• Microsoft Certified System Engineer</li> <li>• Apple Certified Support Professional</li> <li>• Investing in Data Quality Certification Levels 1-4</li> <li>• SCO OpenServer CUSA &amp; ACE</li> <li>• SCO Unixware7 CUSEA &amp; ACE</li> <li>• CompTIA A+, CompTIA Network+</li> <li>• CIW Database Design Specialist</li> <li>• CIW Internetworking Specialist</li> <li>• Industry recognized certificates in the technology field including Microsoft, Novell, Citrix, Compaq/HP, Oracle, Networking Technology, etc.</li> </ul> <p>Also, PowerSchool the company holds a SOC2 Type II Certified for our Azure Hosting Facility.</p>	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	PowerSchool has not been subject to any suspension and/or any debarment during the past ten years.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>PowerSchool has won the following industry awards and/or recognition related to our services:</p> <ul style="list-style-type: none"> <li>• Gold Stevie Award for best P-12 Personalized Learning Solution for Schoology</li> <li>• Tech &amp; Learning Magazine awards for PowerSchool and Schoology in the software category in their annual Awards of Excellence</li> <li>• EdTech Digest EdTech Awards for PowerSchool Performance Matters, finalist for best district data solution, and Unified Talent, finalist for best hiring solution</li> <li>• Overall EdTech Company of the Year, awarded to PowerSchool by EdTech Breakthrough</li> </ul> <p>Additionally:</p> <p>June 19, 2019 — PowerSchool, a leading provider of education technology solutions, announced today that it has received the award for 2019 Marketing Team of the Year as part of the Software &amp; Information Industry Association's (SIIA) annual CODiE Awards. The prestigious CODiE Awards recognize companies producing the most innovative business and education technology products around the world. Over the last few years, PowerSchool has won five CODiE Awards in addition to this year's award for marketing. This award recognizes the marketing team for using customer-centric storytelling to engage their audience and for the team's commitment to innovation and teamwork.</p> <ul style="list-style-type: none"> <li>• June 18, 2018 – PowerSchool Unified Classroom solution won a 2018 CODiE Award in the Best Classroom Management category for the second year in a row.</li> <li>• July 27, 2017 – PowerSchool recognized for its innovation in education with a prestigious 2017 CODiE Award in two categories (Best Classroom Management and Learning Relationship Management Solution).</li> </ul> <p>September 18, 2019 — PowerSchool announced PowerSchool CEO Hardeep Gulati has been appointed to serve a two-year term on the University of California, Davis School of Education Board of Advisors, offering strategic guidance to drive the goals of the school.</p> <p>January 2018 — Microsoft Corp. and PowerSchool, a leading provider of education technology solutions reaching over 30 million students in North America, announced a new partnership that will bring together PowerSchool's innovative technologies with Microsoft's O365 for Education productivity suite, Windows devices, and cloud infrastructure to help ensure all students reach their full potential.</p>
17	What percentage of your sales are to the governmental sector in the past three years	5%. The majority of PowerSchool sales are within the educational sector. We have a small number of public cities, counties, and municipalities that use a legacy ERP product that we no longer actively sell.
18	What percentage of your sales are to the education sector in the past three years	95% of PowerSchool's sales are within the education sector.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Texas Interlocal Purchasing System (TIPS) - annual volume of approximately \$500,000/year.</p> <p>BuyBoard - annual volume of approximately \$20,000/year</p> <p>OETC - annual volume of approximately \$20,000/year</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Not applicable; PowerSchool does not offer a GSA contract or a SOSA.

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Cypress Fairbanks Independent School District, Texas	John Crumbley	281-897-6469
Eugene School District, Oregon	Matt Gordon	541-790-7626
University of Memphis	Danny Linton	901- 678-4970

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
optional - not provided	Education	North Carolina - NC	Products – PowerSchool SIS, Unified Talent Perform, SchoolSpring, Recruit & Hire	1.5 million students	\$9,246,95/year; \$27,740,853 over the past 3 years
optional - not provided	Education	South Carolina - SC	Products – PowerSchool SIS, Schoology Learning	760,000 students	\$5,864,288/year;\$17,592,864 over the past 3 years
optional - not provided	Education	Alabama - AL	Products – Unified Talent Recruit & Hire, PowerSchool SIS, Special Programs, Performance Matters, Schoology Learning	730,000 students	\$5,138,538/year; \$15,415,614 over the past 3 years
optional - not provided	Education	Arkansas - AR	Products – PowerSchool eSchoolPlus, eFinancePlus	490,000 students	2,722,121/year; \$8,166,363 over the past 3 years
optional - not provided	Education	California - CA	Products – Schoology Learning, Unified Talent SmartFind Express, Recruit & Hire, Performance Matters	705,000 students	\$2,551,647/year; \$7,654,941 over the past 3 year

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>PowerSchool has approximately 250 direct, full-time global employee sales personnel, which includes U.S., Canada, and India. PowerSchool's 15 global locations include:</p> <ul style="list-style-type: none"> <li>• Austin, Texas (2 Office Locations)</li> <li>• Bengaluru, India (2 Office Locations)</li> <li>• Bethlehem, Pennsylvania</li> <li>• Burlington, Ontario</li> <li>• Folsom, California</li> <li>• Mobile, Alabama</li> <li>• New York, New York</li> <li>• Roanoke, Virginia</li> <li>• Roswell, Georgia</li> <li>• Sandy, Utah</li> <li>• Shawnee, Kansas</li> <li>• Tremont, Illinois</li> <li>• Winter Park, Florida</li> </ul> <p>Yes, there is an overlap between the sales and support / service functions. All Account Managers will provide personalized support throughout the relationship and collaborate with the customer to inform and improve the customer's processes. All PowerSchool Account Managers have experience in technology, education, and customer support – a potent combination for making sure that your needs are always met.</p>
24	Dealer network or other distribution methods.	PowerSchool provides F.O.B. distribution methods for its software solution.
25	Service force.	PowerSchool has approximately 900 direct, full-time global employee support / service personnel, within PowerSchool's 15 U.S., Canada, and India locations.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>PowerSchool provides maintenance services for its products and our Application Support addresses technical support for the proposed PowerSchool platforms as a product. This includes functionality within the proposed PowerSchool platforms application itself, outside of the underlying Infrastructure components which are covered separately under the PowerSchool Cloud (systems hosted by PowerSchool) services. Support Structure: PowerSchool Application Support employs a tiered structure. Each level is defined as follows and includes support for English, Spanish, and French languages.</p> <p>Support Tier and Description</p> <p>Tier 0 Technical Support: Consists of the PowerSchool Administrators at each of</p>



educational organization. These Administrators have access to the Support Portal knowledgebase. 80 to 90% of all potential issues may be resolved with the documentation contained on the Support Portal.

**Tier 1 Application Support:** Performs the initial investigation on all inbound technical support requests. The Service Provider fully trains the Tier 1 Team to diagnose and resolve most issues; however, they will escalate to a Tier 2 Senior Support Specialist if they are unable to provide a resolution. 70 to 80% of submitted cases are typically resolved within Tier 1.

**Tier 2 Senior Application Support:** Subject Matter Experts focus their attention on a specific area of the application, allowing each specialist to obtain a deeper level of knowledge within his/her area of expertise. In the event the Tier 2 Senior Support Specialist is unable to resolve the issue; the issue may be escalated to PowerSchool Product Development organization, depending on the product line and type of issue identified. 10 to 20% of all submitted cases are typically resolved in Tier 2.

**Product Development:** Resolves the remainder of all issues. These issues typically are resolved by a PowerSchool product releases; however, some issues may be resolved with a fix from development directly to the Customer.

#### Requesting Support Services

Within the Customer's Maintenance & Service Agreement, the Customer is asked to identify authorized Technical Contact(s) who will contact Application Support when needed. PowerSchool provides an extensive knowledgebase for Technical Contacts to access Tier 0 support (self-service support) for themselves and their District / School via the Support Portal.

Support Service requests and incident reporting must be submitted through one of methods listed below.

- Submit a Case through the Support Portal (<https://support.powerschool.com> or current URL provided by PowerSchool)
- Submit a Case through email ([support@powerschool.com](mailto:support@powerschool.com))
- Open a Case through telephone (866-434-6276 / 916-288-1881)

#### Application Support Business Hours

Application Support for PowerSchool includes email and phone support as well as electronic manuals, an online knowledge base, tech notes, and access to Support Portal.

#### Support Type and Availability

PowerSchool Application Support: Monday – Friday; 6:00 AM – 5:00 PM PST.

\*Excludes PowerSchool Holidays.

Email Support: 24x7x365

Support Portal Support: 24x7x365

#### Response Time

The targeted response times during Support Business Hours are listed below, however initial phone response times average two minutes or less during off-peak season, and less than 10 minutes during the peak-season. Customers preferring to interact via email will typically receive a response within four business hours during non-peak season and within 12 business hours during the peak back-to-school season.

#### Support Type and Response Time

Telephone Support: Less than 10 minutes

Email Support: Less than 1 business day

Support Portal Submitted Case: Less than 1 business day

#### Issue Priority Definitions

##### Priority and Description

##### Priority 0 (Urgent):

- Production system outage, data security/backups or submissions deadlines that can no longer be accessed, performed, or met.
- Missions critical impact which requires actively working with the Customer to resolve the issue or to restore production, including considering a release to resolve.
- No workaround is available.

##### Priority 1 (Critical, must have):

- Critical "must have" functionality, with no known workaround or solution available.
- Significant impact causing functional limitations and requires imminent but not immediate release.

##### Priority 2 (Must have, not critical):

- "Must have" functionality which may have known workaround or solution available.
- Moderate to high impact, but not required for the upcoming release.

##### Priority 3 (Nice to have):

- Cosmetic or "nice to have" functionality or product enhancements.

		<ul style="list-style-type: none"> <li>Minimal to no impact. System is operational.</li> </ul> <p>Response Targets Service Provider will make commercially reasonable efforts to ensure that submitted cases are assigned the proper level of priority. "Response Time" is the time it takes before a support agent makes initial contact with the individual who submitted the case. With the exception of Priority 0 cases logged by the Customer, response times are calculated within Standard Support Hours. Response time is not a resolution goal and should not be interpreted as a guarantee of service. Service Provider will use commercially reasonable efforts to adhere to the time frames listed below.</p> <p>Severity and Targeted Response Time Priority 0 (Urgent): 1 hour Priority 1 (Critical, must have): 4 hours Priority 2 (Must have, not critical): 8 hours Priority 3 (Nice to have): 2 business days</p> <p>Client Escalation Procedure The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW. When a conflict arises between the Client and PowerSchool, the project team member(s) will first strive to work out the problem internally.</p> <ul style="list-style-type: none"> <li>Level 1: If the project team cannot resolve the conflict within two working days, the Client Project Lead and PowerSchool PM will meet to resolve the issue.</li> <li>Level 2: If the conflict is not resolved within five working days after being escalated to Level 1, the Client Project Lead and/or member of management will notify PowerSchool manager via email to servicesintake@powerschool.com.</li> <li>Level 3: If the conflict remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.</li> </ul> <p>During any conflict resolution, PowerSchool agrees to provide services relating to items not in dispute, to the extent practicable pending resolution of the conflict.</p>	
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	PowerSchool is committed to working with Sourcewell and its members. We understand the time and expense that is involved in a lengthy procurement process for both us as a vendor and the member institution. We know that streamlining the purchasing process through a relationship with Sourcewell benefits everyone so we will ensure the sales team understands the Sourcewell agreement, which products are offered, which organizations are part of Sourcewell, and will encourage non-members to join Sourcewell to simplify the purchasing process.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As mentioned in item 27, the same commitment will be made to participating entities in Canada. We have 200 team members based in Canada to directly support our customers.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no exceptions. There are a few products we cannot sell in Canada. Our product overview document, which we have uploaded into the Additional Documentation link within the Documents tab clearly identifies these products.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	PowerSchool will serve all K-12 and HigherEd institutions across the United States and Canada. We will NOT offer our services to non-educational organizations, such as cities and municipalities.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	PowerSchool has no specific contract requirements or restrictions that will apply to entities in Hawaii, Alaska, or in U.S. Territories.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>PowerSchool's marketing strategy can include creating demand through website promotion; inclusion in regional / targeted marketing communications (emails, invites, blog posts, etc. — to be determined); and inclusion in Partner Marketing efforts as well. Through our internal Sales Enablement effort, PowerSchool Marketing will create Sourcwell sales tools / materials to support our salesforce to close opportunities.</p> <p>PowerSchool is committed to educating its sales force on all cooperatives available to them. Leveraging the talents of our embedded Sales Enablement Team, we will provide announcements and presentations to the Sales Team. This includes both oral and written communication to the sales leaders and the entire sales force. We will ensure these announcements are recorded so that new members of the sales team continue to be educated on the cooperative sales process.</p> <p>In addition as part of its marketing strategy, PowerSchool can use it's Events page: <a href="https://www.powerschool.com/resources/events-2/">https://www.powerschool.com/resources/events-2/</a> to highlight its partnership with Sourcwell.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	PowerSchool's use of technology can include internal and external emails, social blog posts, internal and external website posting for Events, Partner Page, and sales tools / materials to enhance marketing effectiveness.
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	In our view, Sourcwell's role is ensuring that member organizations are aware that PowerSchool is now an approved vendor. We will rely on Sourcwell's expertise in determining the best method to reach it's membership, such as an update on the Sourcwell website, digital announcements, blogs, etc. Likewise, PowerSchool will integrate a Sourcwell-awarded contract into the sales process by ensuring potential customers are made aware of the partnership, educating non-members on how to join Sourcwell, and leveraging our internal Sales Enablement Team to educate our salesforce about Sourcwell and the advantages of promoting the contract.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	If an e-procurement ordering process means that a member institution can go online and purchase from a website, this procurement process is not currently available. Our Sales reps will work with the prospect which does include a DocuSign process for ease of signing contracts.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>The true value of any new system is measured by an organization's ability to use it to further their unique goals. Our Product Education services offer the widest selection of training options so that users can learn in the way that best suits their learning style, budget, and needs.</p> <p>PowerSchool works in partnership with each organization to schedule the appropriate training required for its group. The goal is to enhance the implementation process, offering an effective transfer of knowledge and a fast, smooth adoption of the solution.</p> <p>Our training approach is designed to enable appropriate Staff to learn system functionality quickly and easily. It is employed in every possible instance to foster ownership of the learning, to encourage the team's self-sufficiency and to deliver "best business value" and minimize costs.</p> <p>PowerSchool's training methodology is role-based as opposed to functionality based. Our training program has specific curricula geared towards training the following groups within the targeted training population:</p> <ul style="list-style-type: none"> <li>• System Administrator Training</li> <li>• Power User Training</li> <li>• End-User Training</li> </ul> <p>Our training is offered in a variety of formats, such as:</p> <ul style="list-style-type: none"> <li>• Recorded Professional Development (PD+) Content</li> <li>• Remote Training</li> <li>• Onsite Training</li> <li>• Regional Workshops</li> <li>• Remote Office Hours (Q&amp;A) Sessions</li> </ul> <p>PowerSchool believes in a "right on time" approach to education &amp; training. We find that training technical, functional, and end-users on the processes they need to learn to accomplish their tasks is the most effective manner. Our approach is targeted at the specific role each team member plays in the organization.</p>

Setup and Configuration Consulting (Cost determined based on the agreed-upon training plan between PowerSchool and the customer)

Setup and Configuration Consulting typically involves the core implementation team. PowerSchool Consultants assist the staff in understanding the setup necessary to enable the software to perform specific activities and processes identified in the Plan Stage of the project. Where multiple methods exist for a given function, a full dialogue regarding the most efficient and appropriate method is performed to ultimately provide the organization with the best possible setup and configuration. In short, this training occurs simultaneously with the consulting necessary to set the system up to meet the organization's needs. At the conclusion of the process, the core team will not only understand how their system is configured but also why it is configured the way it is and how to change it in the future should they desire.

Technical Training (Cost determined based on the agreed-upon training plan between PowerSchool and the customer)

Technical Training occurs during all phases of the project with PowerSchool functional experts and our technical/reporting team. Focused training will be provided on topics related to security, reporting, database management, data conversions, workflow, and other miscellaneous technical topics.

IT staff should attend as many training sessions as possible during the implementation, so they are better able to support the application post live.

Functional Training (Cost determined based on the agreed-upon training plan between PowerSchool and the customer based upon number of hours, number of consultants, classes, etc.)

Functional Training occurs once the system has been configured. We use a "Train-the-Trainer" approach so each core implementation team will be trained on how the various processes in the system are performed. This training will be provided to carefully test, validate, and finalize the software features. It is during this process that workflow will be carefully examined and that we will ensure that both the big picture and the individual functions are consistent with each other.

End-User Training (Cost determined based on the agreed-upon training plan between PowerSchool and the customer based upon number of hours, number of consultants, classes, etc.)

In our implementations, end user training is typically conducted by the organization's core implementation team during the Confirm Stage of the project — prior to go-live. We find that this process generally facilitates ownership of the software. We provide end-user training deliverables as part of our OnTrack implementation methodology to help accurately scope, plan, and prepare for end user training. The primary focus of end-user training is to ensure basic data entry, general inquiry, reporting, navigation, and process flow are mastered by end-users.

Virtual Training (Cost determined based on the agreed-upon training plan between PowerSchool and the customer based upon number of hours, number of consultants, classes, etc.)

As needed, virtual instruction training will be led by a certified instructor providing specific instruction on given topics with a focus on both the software functionality and the specific needs of the organization.

Continued Education (Cost determined based on the agreed-upon training plan between PowerSchool and the customer based upon number of hours, number of consultants, classes, etc.)

Training does not end after go-live. There will be advanced topics which include technical training to assist analysts in making configuration adjustments as business requirements change. In addition, PowerSchool offers refresher training and regularly scheduled general training sessions.

To ensure training goes as smoothly as expected and meets expectations, PowerSchool commits to the following deliverables:

1. A dedicated Customer Education Trainer, who will serve as the primary point of contact in designing, scheduling, and delivering training.
2. Guide an evaluation of training needs and the capabilities of PowerSchool's Solutions to develop a tailored training plan designed to address goals.
3. Deliver training on PowerSchool's platform.

PowerSchool is flexible with the training plan after we review the training goals and outcomes during the Business Process Analysis.

PowerSchool University

PowerSchool University (PSU) is PowerSchool's premier training conference. Participants select from a wide variety of courses, taught by certified PowerSchool trainers for every user level from novice to experienced. Participants will learn dozens of tips, tricks, techniques, and best practices for everyday tasks.

Take up to a total of 24 hours of training classes. Each class provides hands-on training, in which participants will work directly within PowerSchool products and receive step-by-step instruction. Upon completion, participants will be prepared to immediately use the new skills

		<p>they have learned.</p> <p>Additionally, participants can earn Continuing Education Units (CEUs) toward their professional development at PSU.</p> <p>PowerSchool Community (No cost)                  PowerSchool also offers our PowerSchool Community, which is a place for educators, parents, and students to find answers and get the most out of their PowerSchool products! Our forums are a great place to exchange ideas, share best practices, and ask how-to questions.                  What's Inside:</p> <ul style="list-style-type: none"> <li>• Expansive Knowledgebase: Quickly search through over 35,000 articles and documents</li> <li>• Forums: Connect and collaborate with more than 414,700 members in over 22,400 discussion threads</li> <li>• Professional Development Plus (PD+): Learn how to use a wide range of PowerSchool products by taking any of the comprehensive, self-paced training modules, ranging from 2-60 minutes in length</li> </ul> <p>Educational Impact Consulting (Cost determined based on the agreed-upon training plan between PowerSchool and the customer, based upon number of hours, number of consultants, etc.)                  Educational Impact Consultants (EICs) partner with organizations to consult on the product, educational practices, and adoption practices. These sessions provide a highly variable and flexible consulting solution designed for unique needs. Our consultants will help organizations take full advantage of the learning platforms, helping plan and find the optimal approaches to resolving user needs through hands-on, direct engagement centered on goals and needs. Through personalized review of the organization's practices and platforms, we help implement the most efficient and effective processes.                  System Documentation (No cost)                  PowerSchool user documentation is available for download via the PowerSchool Community website. Materials include workbooks, reference guides, quick reference cards, training agendas, user guides, and more. PowerSchool documentation is delivered electronically in PDF format, which makes it easy to search and convenient to print. Included with each major release are the Release Notes, User Guide, Installation Guide, and a System Administration Guide. We also include documentation for specific topics such as reporting and workflow.                  The documentation uses screen shots from the PowerSchool application to provide informative descriptions of all the screen elements. This includes buttons, fields, checkboxes, menu selections, and input fields. Step-by-step instructions guide Sourcewell through the various tasks associated with installing, configuring, running, and maintaining PowerSchool. Each manual is targeted to a specific task. Installation and System Configuration guides are written for the system administrator who installs and maintains PowerSchool. PowerSchool user guides are written for those who will use PowerSchool daily, such as administrative professionals, teachers, and parents.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>To mention a few technological advances – benefits PowerSchool's Solution provides:</p> <ul style="list-style-type: none"> <li>• PowerSchool's Solution features an App Switcher. Users can access modules by using PowerSchool's App Switcher. This App Switcher is an easy way for users to move between different areas of the PowerSchool Solutions without having to sign-on to multiple applications.</li> </ul> <p>PowerSchool's Solution also features sophisticated and unsurpassed analytics:</p> <ul style="list-style-type: none"> <li>• Organizations collect more data today than ever before for analysis. Doing it well requires an analytics platform that collects the right data, makes analysis easy, and adheres to data privacy requirements. PowerSchool Performance Matters Analytics delivers with award-winning solution.</li> </ul>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Within its corporate offices, PowerSchool provides and promotes recycling, collection bins, and shredding to help with green environmental initiatives.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Not applicable for a software as a service solution.</p>

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	PowerSchool is not certified as a WMBE, SBE, or Veteran--owned enterprise. We strategically partner with WMBE, SBE, and Veteran sub-contractors if the project requires unique support or the customer requires a sub-contractor is used with such certification.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>PowerSchool differentiates itself from its competitors by providing best in class applications, all unified under one platform. End-users have a single point of access for easy navigation. Information passes seamlessly between our applications via the API, which differentiates us from the competition who will partner with a variety of organizations to deliver the same unified suite that we offer.</p> <p>Plus many of our Implementation Project Team members were full-time educators in previous chapters of their lives and have a genuine interest in the quality of education and a deep passion for exceptional service. Our technical consultants and data integration specialists have many years of experience working on similar projects. The customer will have an assigned team with an Executive Sponsor, Project Manager, and Customer Success Manager as well as Support/Data Teams, Technical Consultants, and Trainers. Additional personnel are also available as needed.</p> <p>Furthermore, PowerSchool works with Academic Advisors to add value, talk, explore, offer insights, and learn together to produce meaningful results and impact in the education industry. The advisors work cooperatively with the Corporate Strategy senior leadership team and executive leaders throughout PowerSchool to share their expert knowledge within their academic discipline. They advise, assist, support, and advocate for PowerSchool Solutions and provide thought leadership, marketing, product roadmap, and sales support that will better the future of both the company and education.</p>	*

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	PowerSchool warrants that for Subscription Services during an applicable subscription term (a) this Agreement, the Quote, and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer's data, (b) PowerSchool will not materially decrease the overall security of Subscription Services, and (c) PowerSchool will not materially decrease the overall functionality of the Subscription Services. For any claimed breach of a warranty above, the Customer and PowerSchool agree to first negotiate a resolution in good faith; and, if necessary, refer the matter to senior representatives of each Party for timely resolution.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, however pricing for access to PowerSchool Product(s) is based on the number of Users at the Licensed Sites. If Customer accesses PowerSchool Product(s) with more than the number of Users purchased as indicated in the Quote, then PowerSchool may submit an amended invoice for the amount of such excess usage, and Customer will pay the fees applicable to the variance within 30 days of the invoice date. Any such increase in Users will be maintained through the end of the then-current term. Such additional fees will be computed by multiplying the then-current per student license and support fees for PowerSchool Product(s) by Customer's additional User count. Customer's subsequent Support Services invoices will be based on the increased Users as well.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Not applicable for a software as a service model.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Not applicable for a software as a service model as services are provided remotely.	*

46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Not applicable for a software as a service model. However, PowerSchool will have no obligation to provide support for any customized software or any third-party applications not part of/purchased from PowerSchool.	*
47	What are your proposed exchange and return programs and policies?	Not applicable for a software as a service model as there is no "physical" product to be returned. We will ensure the software is working as designed prior to customer sign-off and our maintenance agreement covers all bug fixes.	*
48	Describe any service contract options for the items included in your proposal.	<p>PowerSchool provides maintenance services for its products and its Application Support addresses technical support for the proposed PowerSchool platforms as a product. This includes functionality within the proposed PowerSchool platforms application itself, outside of the underlying Infrastructure components which are covered separately under the PowerSchool Cloud (systems hosted by PowerSchool) services.</p> <p>Support Structure PowerSchool Application Support employs a tiered structure. Each level is defined as follows and includes support for English, Spanish, and French languages.</p> <p>Support Tier and Description Tier 0 Technical Support: Consists of the PowerSchool Administrators at each organization. These Administrators have access to the Support Portal knowledgebase. 80 to 90% of all potential issues may be resolved with the documentation contained on the Support Portal. Tier 1 Application Support: Performs the initial investigation on all inbound technical support requests. The Service Provider fully trains the Tier 1 Team to diagnose and resolve most issues; however, they will escalate to a Tier 2 Senior Support Specialist if they are unable to provide a resolution. 70 to 80% of submitted cases are typically resolved within Tier 1. Tier 2 Senior Application Support: Subject Matter Experts focus their attention on a specific area of the application, allowing each specialist to obtain a deeper level of knowledge within his/her area of expertise. In the event the Tier 2 Senior Support Specialist is unable to resolve the issue; the issue may be escalated to PowerSchool Product Development organization, depending on the product line and type of issue identified. 10 to 20% of all submitted cases are typically resolved in Tier 2. Product Development: Resolves the remainder of all issues. These issues typically are resolved by a PowerSchool product releases; however, some issues may be resolved with a fix from development directly to the Customer.</p> <p>Severity and Targeted Response Time Priority 0 (Urgent): 1 hour Priority 1 (Critical, must have): 4 hours Priority 2 (Must have, not critical): 8 hours Priority 3 (Nice to have): 2 business days</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	PowerSchool offers net 30 payment terms.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	PowerSchool offers a Software as a Service deployment model, whereas the customer only needs to pay for one year at a time and can cancel the subscription. This provide a more cost-effective option for educational institutions, eliminating the need of purchasing and owning a product, maintaining additional expensive hardware / software, additional IT Technical Staff, maintain a Disaster Recovery Plan, etc.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	PowerSchool creates, sells, and supports its products without using any "dealers" or channel partners. We will follow the ordering process agreed upon by Sourcewell to ensure that Sourcewell is aware of any sales so that the correct admin fees can be applied and paid by PowerSchool. We recommend that the quote issued by PowerSchool include the Sourcewell contract number so the member organization is fully aware that the purchase was made using Sourcewell. This also helps facilitate out internal process of reporting and administrative fee payments. We have an internal team responsible for generating the quarterly report and ensuring the admin fee is sent. Sourcewell will have a single point of contact at PowerSchool for any questions or concerns.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, PowerSchool accepts P-card. Purchase cards will incur an additional charge of 2.9% for a maximum of \$5,000/ purchase.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	PowerSchool's pricing model is based on student count, not staff count. We are offering a 5% discount off list price for all products and services as part of this proposal. As the pricing provided is a "ceiling, not a floor" additional pricing discounts will be offered to members based on any promotions offered periodically by PowerSchool as well bundled discounts, when an organization purchases multiple products. PowerSchool is uploading its Solution Price List in the supplemental document upload section for Sourcewell's review.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As noted in item 53, We are offering a 5% discount off list price for all products and services as part of this proposal. As the pricing provided is a "ceiling, not a floor" additional pricing discounts will be offered to members based on any promotions offered periodically by PowerSchool as well bundled discounts, when an organization purchases multiple products.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Most pricing is tiered-pricing so as more licenses are purchased, the cost per license decreases. In addition, when an organization purchases more than one product solution, we will offer a bundled discount which is dependent on the number of product purchased, number of licenses, etc.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	This is not applicable to PowerSchool.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	PowerSchool deliver its software via F.O.B. distribution methods. No additional costs for freight, delivery, or shipping is required.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	PowerSchool deliver its software via F.O.B. distribution methods. No additional costs for freight, delivery, or shipping is required.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	PowerSchool deliver its software via F.O.B. distribution methods. No additional delivery terms or programs are required for Alaska, Hawaii, Canada.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	PowerSchool deliver its software via F.O.B. distribution methods.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	We are offering a 5% discount off list price for all products and services as part of this proposal. As the pricing provided is a "ceiling, not a floor" additional pricing discounts will be offered to members based on any promotions offered periodically by PowerSchool as well bundled discounts, when an organization purchases multiple products



**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	PowerSchool utilizes Salesforce as its sales tracking tool. When an organization purchases using Sourcwell, "Sourcwell" will be indicated as the Purchasing Vehicle for that quote. A report can then be generated that is used by the finance team to audit the purchases, report sales and provide the admin fee to Sourcwell. In addition, our quoting team will have the Sourcwell pricing as part of our internal "price book" to ensure the quote adheres to the pricing outlined in the Sourcwell agreement.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are proposing a 2% admin fee on all new sales purchased under the Sourcwell contract. This excludes renewals. We have the internal processes in place to ensure sales are accurately recorded and reported to Sourcwell, along with the quarterly admin fee.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are proposing solutions for both K-12 educational organizations and HigherEd. Please see our Product Overview we have uploaded in the Additional Documents link within the Documents Tab. Within this document, we clearly describe which products we are proposing that are available in the United States vs Canada, which ones are for K-12 vs HigherEd, etc.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Human Resources, Talent Management, Finance, Payroll, Student Information Systems, Assessment and Analytics, Special Programs, Learning Management Systems.

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Enterprise resource planning (ERP) solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	BusinessPlus eFinancePlus Atrieve (Canada Only)	*
67	Human resource information systems (HRIS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	BusinessPlus eFinancePlus Unified Talent PeopleAdmin Faculty Information System (PeopleAdmin and Faculty Information System are HigherEd Only)	*
68	Financial management systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	BusinessPlus eFinancePlus Atrieve (Canada Only)	*
69	Enterprise content management (ECM) solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
70	Student information systems (SIS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	PowerSchool SIS eSchoolPlus	*
71	Facility management software (FMS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
72	Court, corrections, law enforcement, or justice system software solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
73	Municipal services, inspections, and permitting management solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
74	Equipment and accessories related to the offering of systems or solutions described above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
75	Services related to the offering of systems or solutions described above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Training, Data Conversion, Project Management, Implementation Services	*

**Table 15: Industry Specific Questions**

Line Item	Question	Response *	
76	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded, our plan is to utilize our Salesforce reports to measure success. Within Salesforce, we are able to track the number of times we have reached out to an organization, the win rate, etc. We will regularly work with our sales team to understand what strategy is working and where we need to improve our outreach efforts. We understand a "win" is a win for us, Sourcewell and the customer and have the internal infrastructure to make this contract successful.	*
77	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	Information passes seamlessly between our applications and third-party solutions via our API, ODBC connections, SQL scripting, etc. Most customers need to connect systems together and PowerSchool ensures they have the tools to do so.	*

78	Describe your migration, customization, and upgrade processes.	<p>PowerSchool views data conversion as a partnership, requiring the customer's expertise on the source system along with our own expertise in moving that data into PowerSchool to assure a smooth and accurate transition. Our approach, as discussed below, includes the following elements:</p> <p><b>Data Mapping and Extraction</b> PowerSchool will provide a document listing the legacy tables and fields, and in collaboration with Sourcwell, will identify all tables / fields that contain business critical data to be converted. This assumes that the source database is an industry standard platform, such as Microsoft SQL Server, Oracle, etc. It is the responsibility of the customer to export data into this required format.</p> <p><b>Data Loading</b> PowerSchool's Implementation Specialists provide training and assistance on how to import the data into PowerSchool using the import functionality provided within PowerSchool.</p> <p>The Data Import facilities in PowerSchool perform additional data validations during import. If the import routines report data issues, the data should be corrected and reloaded.</p> <p><b>Software Updates</b> Software updates are part of the annual maintenance agreement. PowerSchool's formal release strategy includes both yearly version updates and monthly build releases. As such, PowerSchool offers deployment opportunities with each upgrade and build to customers via our Cloud Hosting service or Technical Solutions Group service. PowerSchool Hosting Technical Staff are responsible for implementing all changes into the hosted environments.</p>
79	Describe your data integrity and protection standards, data backup, recovery and secure storage solutions.	<p>PowerSchool fully appreciates the importance of protecting personally identifiable information (PII) and other sensitive customer data and has resources dedicated to overseeing data security practices to help PowerSchool adhere to policies that aim to protect sensitive data. This includes performing ongoing reviews of the procedures for appropriate handling of secure materials and data to help prevent security breaches and monitoring changing business needs to identify and implement applicable security and privacy procedures to meet security standards. PowerSchool independently verifies its security posture to internationally recognized standards for Information Security Management System (ISMS) and has been accredited with ISO/IEC 27001:2013 certification.</p> <p>PowerSchool security efforts begin with executive direction and support. Key security considerations such as protection of PII and other sensitive customer data are addressed, requiring strong control processes and technologies to meet not only PowerSchool requirements, but external regulation and contractual obligations as well. The policy provides the baseline expectations of PowerSchool to ensure the following.</p> <ul style="list-style-type: none"> <li>• Confidentiality of all information assets, including customer data, is protected against unauthorized access</li> <li>• Integrity of data, contained in such assets, is maintained</li> <li>• Availability of all information assets is provided for authorized use</li> <li>• All business systems require user authentication</li> <li>• All business systems are protected against cyberthreats and malicious activity</li> <li>• Remote employees are required to use Virtual Private Networking technology with multi-factor authentication to connect to PowerSchool corporate resources</li> <li>• Ongoing Information Security training is mandatory for all employees</li> <li>• Extensive background checks for all new employees prior to employment as part of PowerSchool's hiring process</li> <li>• Annual background checks are conducted for employees whose job roles require access to business-critical data, which includes customer data</li> <li>• Applicable regulatory, legislative, and contractual requirements are met</li> <li>• Security incidents are reported to and investigated by the PowerSchool Security Incident Response Team (SIRT) and customers are notified of breaches in a timely manner</li> <li>• Third party audits and assessments are conducted to assure that the ISMS comply with acceptable global best practices</li> </ul> <p><b>Secure Application Development</b> The Software Development Life Cycle (SDLC) is the process of developing and implementing information systems through a multi-step process from analysis, initiation, design, construction, implementation, and acceptance to operations and maintenance. PowerSchool commits to integrating information security into its SDLC to enable development teams create applications in a manner that significantly reduces security risks and eliminates security vulnerabilities while ensuring appropriate protection for the information that applications will store, process and transmit. As part of this security posture and framework, PowerSchool subscribes to the Information Sharing and Analysis Centers as a central resource for gathering information on cyber threats and vulnerabilities. The PowerSchool Security Team utilizes resources from Computer SIRT, Qualys, and Tenable to discover emerging threats and develop effective countermeasures. Additionally, the PowerSchool Product Development team scans all PowerSchool application software prior to release for potential security vulnerabilities such as those identified by the Open Web Application Security Project (OWASP) and</p>

		<p>issues are then remediated to ensure a clean scan.</p> <p><b>Encryption</b> All web-based access to PowerSchool Hosting platforms are secured via certificate authority issued Transport Layer Security (TLS) v1.2 (minimum) certificates that utilizes a 2048-bit RSA key with SHA-256 signatures for secured data in transit. All PowerSchool Hosting system backup files are stored on volumes that incorporate industry-standard AES-256 data at rest encryption with private encryption keys managed by PowerSchool.</p> <p><b>Systems-Level Security</b> All systems incorporate protection and mitigation against malware, viruses, and other malicious activities. The solution uses client-based agents to provide protection to all systems as well as centralized agent management to ensure timely delivery and enforcement of security policies. Systems are monitored to ensure that they have client agents with the latest signature files and are free from malware, viruses, and other malicious activities content.</p> <p><b>Network-Level Security</b> Internal and external network segments are protected by multiple levels Of Intrusion Detection Systems (IDS) and Intrusion Prevention Systems (IPS) technologies as well as an extensive set of security groups to filter and monitor network traffic for malicious activities, unauthorized intrusion attempts, and policy violations. Enterprise systems at the perimeter edge network are utilized to protect, prevent, and mitigate against several types of Denial-of-Service (DoS) attacks, IP spoofing, port scanning, and other malicious activities.</p> <p><b>Backup, Disaster Recovery and Business Continuity</b> With our PowerSchool Cloud Solution, Data Backup and Disaster Recovery plans exist and are a critical element of our ISO 27001:2013 compliance for business continuity.</p> <p>For Data Backup, all database servers are configured with multiple data backup and data recovery options based on the product and compliance regulations. All database servers utilize online log files that allow for Point-In-Time Recovery (PITR) options of database transactions and all database servers incorporate daily full database backups.</p> <p>For Disaster Recovery, PowerSchool relies heavily on automation so we can recover in a timely fashion should a catastrophic event occur. As part of this automation process, database backup files are replicated to secondary Data Center facilities for redundancy of recovery options. PowerSchool Cloud systems in secondary Data Center facilities can be restored with replicated data. Domain Name System (DNS) is managed at the perimeter edge and can instantly direct network traffic to multiple Data Center Facilities. In the event of a major disaster that affects the primary Data Center facilities, the customer will be notified via email with details of the event and targeted recovery time. Systems will then be brought up in secondary Data Center facilities and restored with replicated data and then public DNS records will be updated to direct network traffic to the corresponding Data Center Facilities. In Disaster Recovery scenarios, the targeted Recovery Time Objective (RTO) is up to 48 Hours and the targeted Recovery Point Objective (RPO) is up to 24 Hours.</p> <p>For Business Continuity, PowerSchool corporate and its business functions are spread across multiple geographic locations. Our PowerSchool Cloud infrastructure is completely independent of our corporate networks and our PowerSchool Cloud Operations support organization is also distributed across multiple locations to ensure continuity of support services.</p>
80	Describe your strategy related to implementation, integration and use of installation partners.	<p>PowerSchool's Project Management approach is defined by good planning, effective scoping, realistic expectations of outcomes, and strong executive management support. The more complex a project, the more important it is to have a strong project management methodology. Our methodology acts as a guide through the critical stages of any project including initiating, planning, executing, monitoring and controlling the results, delivering production ready software, and finally closing.</p> <p>Each stage of the project has key deliverables outlined which are used to control the outcomes and minimize the risk. Key deliverables during the life of the project include the project plan, communication plan, project budget, review the statement of work, risk plan, and change management plan.</p> <p>Project controls starts with effective scoping and buy-in from key stakeholders and management. The project management plan must be accepted and signed-off by the project sponsor(s). Once in place, PowerSchool's project management approach includes a change order process used for any requested changes to scope and these changes require sign-off by the project sponsor(s). PowerSchool's Project Management plan includes an ongoing thorough risk assessment and analysis with risk mitigation techniques associated with each identified risk. This helps the team</p>

		<p>avoid the risk triggers and keeps them focused on executing the key deliverable(s).</p> <p>PowerSchool's experienced Project Managers, Consultants, and Trainers will work with Sourcewell on many levels. Below is listing of project processes and associated assumptions.</p> <ul style="list-style-type: none"> <li>• PowerSchool recommends a Business Process Review (BPR) early during the planning phase. This will allow the PowerSchool senior consultants to work with the customer to define the best practice approach in using PowerSchool's Solution. The customer will sign-off and make the final decision on how the software is to be used. This BPR guides the implementation and any changes that will need to be approved by the executive steering committee.</li> <li>• During the planning phase of the project, PowerSchool's Project Manager and consultants will engage with the customer core team and steering committee to review the BPR results to understand project scope and deliverable. PowerSchool will work with key stakeholders to outline expectations and revise the project plan to meet milestones and deliverables which will allow the customer to reach their goals.</li> <li>• Once the BPR is complete and the scope is finalized, the setup and configuration phase begin and is led by PowerSchool's Consultants. There are many background tables and switches which best setup by PowerSchool's staff with the customer's core project team verifying outcomes during this process. Our goal is to gather all the requirements to setup the system functionality to meet business needs. This process typically involves the core implementation team to provide information to PowerSchool so the system can be designed to specifications.</li> <li>• Once initial configuration and setup is complete and a small subset of data is converted, PowerSchool will pilot the system. For example, we will run the requisition-to-check process to make sure it works as expected. Configuration is changed based on feedback from the project team during this pilot phase. Once all key processes are piloted and accepted, full data conversion process takes place.</li> <li>• We use a right-on-time approach to training. Our number one goal is to train on the business processes necessary to perform job functions. This training works most effectively once the system is configured and working to requirements. This training is conducted in the Execute and Confirm stages of the OnTrack Implementation methodology.</li> <li>• We take a Train-the-Trainer approach during functional training of the core team. PowerSchool's project manager will assist in planning and ensuring end-user training is coordinated and scheduled appropriately. End-user training must be timed appropriately so it does not occur too early in the project. We prefer to have end-users trained at least 2-3 weeks prior to go-live. End-user process documentation will be created so users have guides to assist in their use of the system.</li> <li>• Go-live support is a critical aspect of all implementations. PowerSchool will have key staff onsite for the scheduled go-live and the weeks after to make sure the customer is supported and using the system effectively.</li> </ul> <p>Integration</p> <p>PowerSchool provides the ability to export information in compatible formats to interface with third-party vendors. PowerSchool also offers the ability to receive information from vendors and upload to the Solution. Our product tailoring team will work with the customer on specifications and Scope of Work.</p> <p>During our initial implementation, our team will work with customer staff to import data to populate the information into the PowerSchool Solution. This data is the framework of the system setup. Ongoing change management to staff records can be created several ways with our solution and can be discussed with the customer as the most advantageous one for the customer.</p> <p>Installation Partners</p> <p>PowerSchool does have a partner program, which is an exclusive collection of partners who we believe are critical to our mission of improving the education experience. Our program promotes the delivery of comprehensive solutions to all areas of management of a classroom, school, district, or state. A listing of our partners can be found here: <a href="https://www.powerschool.com/company/powerschool-partner-program/">https://www.powerschool.com/company/powerschool-partner-program/</a></p>	
81	Identify any mobile applications available for your offered solutions, if applicable.	All solutions can be accessed from any mobile device with an internet connection.	*

### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

## Documents

### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - PowerSchool Financial Stability.pdf - Sunday August 30, 2020 13:14:48
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - PowerSchool Warranty.pdf - Sunday August 30, 2020 13:12:31
- [Pricing](#) - PowerSchool Solutions Price List.pdf - Wednesday September 02, 2020 21:46:36
- [Additional Document](#) - PowerSchool Product Descriptions.pdf - Wednesday September 02, 2020 21:22:48

## Proposer's Affidavit

### **PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Philip Radmilovic, Vice President, Controller, PowerSchool Group LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_7_Public_Sector_Admin_Software_RFP_090320</b> Thu August 20 2020 03:52 PM	<input checked="" type="checkbox"/>	4
<b>Addendum_6_Public_Sector_Admin_Software_RFP_090320</b> Mon August 17 2020 07:56 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Public_Sector_Admin_Software_RFP_090320</b> Mon August 10 2020 02:35 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Public_Sector_Admin_Software_RFP_090320</b> Thu August 6 2020 10:34 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Public_Sector_Admin_Software_RFP_090320</b> Thu July 30 2020 03:38 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_2_Public_Sector_Admin_Software_RFP_090320</b> Thu July 23 2020 12:34 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Public_Sector_Admin_Software_RFP_090320</b> Fri July 17 2020 09:18 AM	<input checked="" type="checkbox"/>	1