

ATTACHMENT A: TECHNICAL PROPOSAL REQUIREMENTS & SPECIFICATIONS

RFP # COG-2121 & Education Administration and Management Technology Solutions

Table of Contents

Section 1. General Guidelines.....	2
1.1. Instructions for Completing Attachment A.....	2
1.2. Use of Attachments.....	2
Section 2. Bidder Overview & Qualifications.....	3
2.1. Company Information.....	3
2.2. Financial Strength & Legal Considerations.....	4
2.3. Industry Qualifications.....	5
2.4. Public Sector Focus.....	8
2.5. Customer References.....	9
Section 3. Products and Services.....	11
3.1. Products & Services.....	11
3.2. Turnkey Capabilities	14
3.3. Other Services	15
3.4. Additional Features.....	18
3.5. Additional Offerings.....	18
3.6. Warranty.....	18
Section 4. Business Operations.....	19
4.1. Logistics.....	19
4.2. Customer Service	20
4.3. Order & Invoice Processing; Payment.....	21
4.4. Members Contracting for Services.....	22
Section 5. Go-To-Market Strategy.....	23
5.1. Bidder Organizational Structure & Staffing of Relationship.....	23
5.2. Contract Implementation Strategy & Expectations.....	23
Section 6. Administrative Requirements.....	24
6.1. Admin Fee & Reporting.....	24

Section 1. General Guidelines

1.1. Instructions for Completing Attachment A

Attachment A is provided to Bidders in an editable Microsoft Word form so that it can easily serve as the base document for a Bidder's Technical Proposal. Bidders should incorporate their Technical Proposal responses directly into this document and include referenced attachments separately.

Use the following electronic file naming convention for naming your Technical Proposal prior to uploading your completed Technical Proposal to Bonfire: *Technical Proposal – Bidder Name.docx*.

For sections of Attachment A structured like the example below, simply click in the green cell or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) your response.

1.1.1.	Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.
.	

For sections of Attachment A structured like the example below, click on the “Yes” checkbox if your solution fully provides the defined requirement. Click on the “No” checkbox if your solution does not provide or only provides part of the defined requirement.

1.1.2.	Training & Education. If yes, provide a description of the training services and education resources available to Members.	<input type="checkbox"/> Yes <input type="checkbox"/> No
This is a sample question. Do not provide a response.		

1.2. Use of Attachments

Bidders may incorporate additional documents by reference as part of their response to the questions in this document. For example, you may want to include brochures, reports, charts, or graphs in response to specific questions. Bidders should clearly state in their response whether any specific documents are incorporated in their proposal by reference. In the event the attached documents are not referenced correctly, the PRT may exclude those attachments from consideration when scoring proposals.

The file names of such referenced documents that are included in a Bidder's electronic Technical Proposal submissions and uploaded to Bonfire should include in the following order: i) Technical Proposal, ii) Bidder's name, iii) the Section number of the question for which the file is included as part of the response, and iv) a brief description of what is included in the electronic file. For example, if a Bidder references an attachment that includes financial statements in response to Section 2.2.1, the following electronic file name would be appropriate: *Technical Proposal – Bidder Name – Section 2.2.1. – Financial Statements.pdf*.

Section 2. Bidder Overview & Qualifications

2.1. Company Information

2.1.1.	Company Name & Address.	
Company Name:	PowerSchool Group LLC	
Headquarters Street Address:	150 Parkshore Drive	
City, State & Zip Code:	Folsom, CA 95630	
Main Telephone Number:	(916) 288-1725	
Website:	www.powerschool.com	
2.1.2.	Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	
Since its establishment in 1997, PowerSchool has a successful history of leading the education technology industry.		
2.1.3.	Legal Structure. Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.	
<input checked="" type="checkbox"/>	Corporation – provide the State of incorporation and the company ownership structure.	PowerSchool is a Limited Liability Corporation. PowerSchool's parent company is Severin Intermediate Holdings LLC. Refer to the separate attachment provided entitled Technical Proposal_PowerSchool_Section 2.1.3._Ownership Structure.pdf
<input type="checkbox"/>	Partnership – provide the State of registration and the names of all partners.	Click here to enter response.
<input type="checkbox"/>	Sole Proprietorship – provide the State of registration and the name and title of the principal.	Click here to enter response.
<input type="checkbox"/>	Joint Venture – provide the State of registration and the names and titles of all principals.	Click here to enter response.
<input type="checkbox"/>	Other – provide detailed description of corporate structure and ownership.	Click here to enter response.

2.2. Financial Strength & Legal Considerations

2.2.1.	Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. <i>Note: you may mark this information as a "Trade Secret" per the terms outlined in the RFP.</i>
Reference separate attachment entitled: "Technical Proposal"_PowerSchool_Section 2.2.1_ CONFIDENTIAL Financial Information.pdf	
2.2.2.	Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.
None.	
2.2.3.	Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.
PowerSchool is a private company and as such does not disclose information related to litigation history. Additionally, and for various reasons, including the existence of confidentiality obligations and related concerns, PowerSchool does not disclose the specifics of any particular dispute as a matter of policy. However, there is no dispute or legal action currently outstanding that, in PowerSchool's opinion, would materially impact PowerSchool's ability to fulfill any of PowerSchool's present or anticipated contractual obligations with respect to the products and services proposed in PowerSchool's bid.	
2.2.4.	Mandatory Contract Performance Disclosure. Pursuant to <u>RFP Section 3.13</u> , disclose whether the your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any "formal claims" for breach of those contracts. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.
None.	
2.2.5.	Mandatory Disclosure of Governmental Investigations. Pursuant to <u>RFP Section 3.14</u> , indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders

	must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.
None.	

2.3. Industry Qualifications

2.3.1.	Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?
<p>Manufacturer, Sales and Service Provider. PowerSchool is the leading provider of cloud-based software for K-12 and Higher education in North America. 20+ Years of Innovation. PowerSchool has a successful history of leading the education technology industry. Established in 1997, our commitment to providing educators the best tools to help students succeed has fueled our passion to unite educational technology into one, easy-to-use solution. During our long history of innovation, we have made significant investments in the development of our solutions to eliminate traditional technology silos. The results have streamlined administrative processes and informed classroom instruction with comprehensive data.</p> <p>At PowerSchool, our mission is to power the education ecosystem with unified technology that helps educators and students realize their potential, in their way. What this means for our educational institution customers is a strong partnership with a passionate, growing company of 3,000 plus employees -- including more than 600+ developers -- dedicated to your Equalis member's goals, objectives, and success.</p> <p>We provide the industry's first Unified Classroom experience with best-in-class, secure, and compliant online solutions, including registration, student information systems, learning management, assessment, analytics, and special education management. We empower teachers and drive student growth through innovative digital classroom capabilities, and we engage families through real-time communications accessible from any device.</p>	
2.3.1.1.	Authorization. If your company is best described as a distributor/dealer/reseller (or similar entity), please 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?
N/A	
2.3.1.2.	Network Relationship. If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP.
PowerSchool has more than 250 employees that comprise our strong and effective internal sales teams, field representatives, and customer service care providers. PowerSchool sells our K-12 and Higher Ed products nationwide, in Canada and in numerous countries around the world. PowerSchool is fully committed to meeting your technical	

requirements and support of the Equalis member's needs. PowerSchool representatives will provide local assistance with technical issues and expert advice along with first-hand knowledge of the education landscape. With a large portion of our staff coming from the education field, they are not only experts with our technology but also have the experience needed to fully understand the individual needs of educators. This allows our teams to provide top-notch care and customer service specific to the needs of Equalis members.

2.3.2.	Industry Experience. How long has your company provided products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?
--------	---

PowerSchool was established in 1997. Following, Apple acquired the PowerSchool platform in 2001. In June 2015, Vista Equity Partners announced that it would purchase PowerSchool and the sale was completed in August of 2015, making PowerSchool the largest U.S.-owned SIS in K-12 education.

Through the years PowerSchool has experienced accelerated growth and expansion backed by solid financing. Recent improvements in support of this growth include the development of the first Unified Ecosystem platform, partnership with Rackspace, and an improved and more technologically advanced hosting center.

Additional Acquisition Information:

Our solution includes the development of the following products that are a result of the acquisition of long-standing K-12 technology companies as part of our Unified Classroom:

Naviancy by PowerSchool

Previous Owner's Name: Naviance by Hobsons

General Description: College, Career, and Life Readiness Solution

Date of Transaction: March 2021

PowerSchool Unified Insights Powered by Hoonuit

Previous Owner's Name: Hoonuit

General Description: Data Analytics

Date of Transaction: 2020

Schoology (PowerSchool Learning Management)

Previous Owner's Name: Schoology

General Description: Learning Management Platform

Date of Transaction: November 25, 2019

PeopleAdmin/Performance Matters/TrueNorthLogic (PowerSchool Performance Matters Assessment and Analytics)

Previous Owner's Name: Vista Equities

General description: Assessment and Analytics

Date of Transaction: August 1, 2018

TIENET (PowerSchool Special Programs)

Previous Owner's Name: Maximus

General description: Special Education

Date of Transaction: May 10, 2016

InfoSnap (PowerSchool Unified Administration Enrollment)

Previous Owner's Name: Infosnap

General description: Registration / Enrollment

Date of Transaction: November 1, 2015

These acquisitions were central to the creation of our single K-12 Education Technology platform enabling PowerSchool to offer a truly unified classroom experience.

100% of our revenue has come from a combination of new sales and ongoing maintenance and services charged to our existing customers from these solutions.

2.3.3.	Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.
--------	--

PowerSchool provides our solutions nationwide and we intend to offer them to any Equalis member nationwide.

2.3.4.	Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?
--------	---

PowerSchool has a dedicated team of experts that ensure we hold the appropriate and necessary certifications to keep our customers data safe and secure. PowerSchool continually maintains the following certifications:

SOC2 Compliance-To minimize risk and exposure to customers' data, PowerSchool receives annual SOC 2 Type 2 examinations on the company's controls relevant to security, availability, and confidentiality for multiple applications. These examinations are conducted on PowerSchool SIS, PowerSchool Unified Classroom™ Special Programs, PowerSchool Enrollment, Schoology, PowerSchool Unified Talent™ SchoolSpring Job Board, Applicant Tracking, Employee Records, and Perform, and PeopleAdmin.

ISO 27001:2013 certification- PowerSchool performs annual third-party audits of its security management system and has achieved the internationally recognized ISO 27001:2013 certification. The ISO 27001 certification outlines standards with annual, third-party audits that come in and evaluate our processes, trainings, and more.

2.3.5.	Awards. Describe any relevant awards received by your company for its products, services, innovation, and/or operations. Include information about the issuing organization and the year(s) the award was issued to your company.
--------	--

PowerSchool is honored to be the leading provider of K-12 and Higher Ed application technology supporting over 45 million students across more than 13,000 organizations in over 80 countries. In 2020, PowerSchool was presented with the following awards and recognitions:

- EdTech Breakthrough Awards – Overall EdTech Company of the Year
- 2020 Gold Stevie Winner – P-12 Personalized Learning Solution (Schoology)
- Inc. 5000 Fastest Growing Companies in America
- Tech & Learning's Best of 2020 Winner (Schoology Learning, Unified Talent, and Performance Matters)
- The Software Report's Top 50 SAAS CEOs (Hardeep Gulati)
- BIG Awards for Business – Executive of the Year (Hardeep Gulati)

- BIG Awards for Business – Woman of the Year (Marcy Daniel, Chief Product Officer)
- The EdTech Awards – Cool Tool Finalist for District Data Solution (Performance Matters)
- The EdTech Awards – Cool Tool Finalist for Hiring Solution (Unified Talent)
- People’s Choice Stevie Awards – Favorite New Products (Schoology Learning)
- SIIA CODiE Finalist – Best Data Solution Finalist (Performance Matters)
- Stevie Award Honorees – Sales Enablement Program of the Year
- Tech & Learning Awards of Excellence Winner (PowerSchool)
- Tech & Learning Awards of Excellence Winner (Schoology Learning)

2.4. Public Sector Focus

2.4.1.	Public Sector Contract Vehicles. What Public Sector contract vehicles (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products & services defined in this RFP? For each contract vehicle, when was the contract established, what is the expiration date, and how much annual revenue does your company generate through the contract(s) in each of the last three (3) calendar years?
<p>PowerSchool is part of the following cooperative purchasing contract vehicles:</p> <p>Sourcewell: contract good through 11/2/2024</p> <p>PEPPM: contract good through 12/31/2021</p> <p>TIPS: contract good through 5/31/2026</p> <p>Choice Partners: contract good through 9/30/2021 but can be renewed annually for up to 3 additional years.</p> <p>OETC: contract good through 4/29/2022 but can be renewed for 3 additional years.</p> <p>ESC 19 and Allied States Cooperative: contract good through 9/30/2021</p> <p>Revenue has been redacted from response.</p>	
2.4.2.	Education Success. What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?
<p>Total Dollar amount has been redacted from response. 100% as all our customers are education institutions.</p>	
2.4.3.	Government Success. What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?
<p>None, as stated above all our customers are education institutions.</p>	

2.4.4.	<p>Public Sector Strategic Growth Plan. Describe your company's three to five-year public sector sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's total revenue generated by local governments and educational institutions in each of the last three (3) calendar years? What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions? <i>For clarity, the figures requested are to include revenue generated through cooperative contracts (see question 2.4.1) and all other forms of revenue to local governments and educational institutions to represent the aggregate revenue volume.</i></p>
<p>PowerSchool is the leading provider of cloud-based software for K-12 and Higher education in North America. Its mission is to power the education ecosystem with unified technology that helps educators and students realize their full potential, in their way. PowerSchool, widely recognized as the most comprehensive suite of mission-critical K-12 and Higher education solutions, connects students, teachers, administrators, and parents, with the shared goal of improving student learning outcomes. From the front office to the classroom to the home, it helps schools and districts efficiently manage instruction, learning, grading, attendance, assessment, analytics, state reporting, special education, student registration, talent, finance, and human resources. PowerSchool supports over 45 million students and 12,000+ districts, schools, and other education institutions in over 90 countries. Our three-five year plan is to continue to expand our footprint both with new customers as well upselling our new product offerings to our existing customers. PowerSchool has a strategic approach to acquisitions that help our education solutions portfolio expand our reach and add to our product offering in a meaningful way, as demonstrated by our history of acquiring specific education companies detailed in our response above to question 2.3.2 above. In addition, on April 6, 2021, PowerSchool filed a Registration Statement on Form F-1 with the U.S. Securities and Exchange Commission for an Initial Product Offering (IPO).</p> <p>Revenue generated the last 3 years has been redacted from response.</p>	

2.5. Customer References

2.5.1.	<p>Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> • Customer name and location; • Customer contact person and their title, telephone number, and email address; • A brief description of the products and services provided by your company; • Customer relationship starting and ending dates; and, • Notes or other pertinent information relating to the customer and/or the products and services your company provided.
<p>Higher Education References:</p> <ol style="list-style-type: none"> 1. Howard Community College 10901 Little Patuxent Parkway Columbia, MD 21044 Joseph Pettiford, SPHR, SHRM-SCP, pHCLE, GPHR®, PMI-ACP®, SFC™, CSM®, SMC®, CSPO® 	

Associate Vice President of Human Resources

Title IX Co-Coordinator

jpettiford@howardcc.edu

443-518-1100

Howard Community College utilizes PowerSchool's PeopleAdmin Talent Acquisition and Talent Management solutions to help them streamline hiring processes and remain compliant with a living library of updates, approved position descriptions. Intelligent workflows speed time-to-hire and dashboard give visibility to help drive hiring and budgetary decisions.

Current customer since 2/2021

2. SUNY New Paltz

200 Hawk Drive

New Paltz, NY 12561

Ginger Jurecka Blake/Director of Organizational Development and Training

jureckag@newpaltz.edu

(845) 257-3167

SUNY New Paltz utilizes PowerSchool's Applicant Tracking System, Faculty Activity, Faculty Promotion & Tenure, Professional Learning, and Performance. These solutions provide SUNY New Paltz a personalized professional development tool that drives more learning and engages staff and faculty with collaborative learning, badges and micro-credentialling. The PeopleAdmin's ATS provides powerful reporting capabilities and unrivaled support for sophisticated academic processes, so recruiting and hiring workflows move swiftly while still providing human resources departments with complete oversight. ATS's flexible and configurable candidate tracking tools, features, and options empowers SUNY New Paltz to improve efficiency and fulfill compliance audit requests while scaling to meet their campus's unique needs.

Current customer since 2016

K-12 References

1. Lancaster Lebanon Intermediate Unit 13

1020 New Holland Ave

Lancaster, Pennsylvania 17602

Ken Zimmerman/Supervisor of Educational Technology

kenneth_zimmerman@iu13.org

(717) 606-1600

Lancaster Lebanon Intermediate Unit 13 has PowerSchool's Schoology solution. Unified Classroom™ Schoology Learning empowers Lancaster Lebanon to keep the learning going for students and staff to quickly pivot between in-person, virtual, and hybrid instruction. Intuitive tools enable teachers to build and deliver personalized instruction, increase communication, collaborate, and access interactive staff development.

Current customer since 2016

2. Culver Academy

1300 Academy Rd

Culver, Indiana 46511

Grace McKay/Librarian/Instructional Technology Liaison

grace.mckay@culver.org

(574)-842-844

Culver Academy has PowerSchool's Schoology solution. They are able to improve student performance thanks to personalized instruction designed to accelerate learning gains. Schoology gives them access to high-quality materials for staff and students and saves time with integrations that allow teachers to focus on interactive learning experiences.

Current customer since 2017

3. Charter Schools USA-Florida

800 Corporate Drive Suite 424

Fort Lauderdale, Florida 33334

Debra Cryer/Student and Enrollment Systems Administrator

dcryer@10jinsolutions.com

(407)340-9445

Charter Schools USA-Florida has PowerSchool's Performance Matters and PowerSchool's SIS. These solutions allow Charter Schools USA-Florida to be more efficient. From scheduling, attendance, state and provincial reporting, data management, faculty management, enrollment, and more, PowerSchool SIS provides them with flexibility and interoperability required to meet current hybrid education needs as well as being able to pivot to in person instruction. With PowerSchool Unified Classroom™ Performance Matters Charter Schools USA-Florida can build and deliver formative and comprehensive assessments. Their results can be viewed alongside performance on third-party assessment, attendance, behavior, and even SEL survey data to ensure that instruction is specifically designed to address learning loss and accelerate learning gains.

Section 3. Products and Services

3.1. Products & Services

3.1.1.	<p>Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>IMPORTANT: this description along with the products and services outlined in the Attachment B – Cost Proposal will be utilized to define the overall products and services available under a resulting contract.</p>
Reference separate attachment provided entitled: "Technical Proposal"_PowerSchool_Section 3.1.1._Product Overview K12 and Higher Ed.pdf	
3.1.2.	<p>Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p>
N/A. All our products being offered are included in the product overview referred to in section 3.1.1.	
3.1.3.	<p>Customized Offering. Describe how you are able to customize the program offering to Equalis Group Members.</p>

PowerSchool can sell single products or bundles and we customize them based upon each customers needs.

3.1.4. **Differentiators.** Describe what differentiates your company's products and services from your competitors.

What differentiates PowerSchool is that we build products specifically for K-12 schools/districts as well as Higher Education institutions. Our solutions are cutting edge and directly reflect the needs of our customers. Another differentiator is that a number of our employees come directly from educational institutions and bring their wealth of knowledge from this space with them impacting our customers in a powerful way. Another key differentiator is that PowerSchool is proud to stand by districts, local agencies, and state departments of education to support the direction of their learning environment. As a fully interconnected Student Information, Learning Management, Special Education, Assessment, and Analytics solution, our unified platform powers real-time data, analytics and easy-to-use dashboards. Furthermore, PowerSchool's Unified Ecosystem allows our customers to connect existing solutions, so teachers and administrators have access to data across your schools.

Additionally, PowerSchool's unified technology connects the back office, classroom, and home with industry-leading solutions — providing comprehensive insights to inform data-driven and student-driven decisions that ultimately power student success. PowerSchool provides easy-to-use tools that:

- Increase student and parent engagement
- Drive student growth
- Personalize learning
- Deliver data-driven instruction
- Use SSO for all solutions
- Lower total cost of ownership
- Improve student data security
- Provide predictive and prescriptive analytics

Another differentiator is that PowerSchool initiated the Council on Education Innovation (CEI) bringing together the brightest minds in education to provide strategic insight, feedback, and recommendations to the educational community. This also offers our most influential customers a place to network, share, and learn. The Council is comprised of members from all sectors of the K-12 community, including both PowerSchool customers as well as outside experts and thought leaders. This exclusive group focuses on understanding and impacting shifts in pedagogy, operations, and management in K-12 education.

PowerSchool is honored to be the leading provider of K-12 education application technology supporting over 45 million students across more than 13,000 organizations in over 80 countries.

In 2020, PowerSchool was presented with the many awards and recognitions for details on them refer to our response to section 2.3.5.

3.1.5. **Integrations.** Provide description of your company's approach to APIs and integrations. Provide a list of other applications or software system with which your solutions integrate.

PowerSchool has a long history of leading in integration. Starting with manual and automated import/export tools, the system then added ODBC access to the database, and finally several years ago, our REST API. But even our API has some unique capabilities, like being able to create your own endpoints via a SQL query. These development efforts are grounded in the belief that we are the stewards of your data, but it's your data. And we know that no education system lives in isolation. Integration with other systems must be a core competency of the software. That is why PowerSchool

is a contributing member of IMS Global and supports the OneRoster API and other open data exchange technologies like SIF and Ed-Fi.

User credentials can be managed natively with the PowerSchool platform, which supports password complexity requirements. Additionally, PowerSchool also supports integrations with Microsoft Active Directory to manage user authentication as well as Single Sign-On (SSO) capabilities utilizing OpenID Connect or SAML. Session communication utilizes TLS for secured data in transit.

PowerSchool supports OpenID Connect and SAML 2.0 SSO protocols. For SAML, PowerSchool can be configured as a SAML Service Provider (SP) and defer to the CPS SAML Identity Provider (IdP) such as Google, Rapid ID, or Clever for user authentication.

For SAML SSO integrations, PowerSchool provide access to documentation and examples to configure PowerSchool as SAML Service Provider (SP) that can be used with any SAML Identity Provider (IdP).

Support resources are also available to our customers to assist with configuring PowerSchool as SAML Service Provider (SP).

3.1.6.	Data Protection. What security certifications does your company currently hold that establish your processes for protecting user Data?
--------	---

PowerSchool, the leading provider of K-12 and Higher education technology solutions, is committed to being a good custodian of student data—taking all reasonable and appropriate countermeasures in ensuring data confidentiality, integrity, and availability. We believe that the safe collection and management of student data is essential to student success within the 21st Century digital classroom.

PowerSchool utilizes best practice authentication methods to prevent access from unauthorized users. Users and passwords can be maintained within the proposed solution with the password complexity requirements configurable by the system administrator. Alternatively, the proposed solutions can be integrated with Active Directory for user authentication.

With our PowerSchool Cloud (vendor hosted) deployment, all systems incorporate protection and mitigation against malware, viruses, and other malicious activities. 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.

3.1.7.	Data Import and Export. Describe your solutions' ability/inability to allow for the import and export of legacy data.
--------	--

Import/Export Function

PowerSchool's Page and Data Management provides users with a central location from which to access functionality allowing you to import data from external sources, export data in common export file formats (e.g., comma separated value, text tab-delimited, quotation delimited), create and manage database extensions and fields, migrate and manage SMS custom fields, access custom page management functionality, as well as data validation, data import, data export, and data view features.

PowerSchool supports the import and export of tab-delimited ASCII files, and it facilitates data import/export through the following application features:

Import/Export Application Features

Feature Description

Data Import Manager Administrators can import Incident records using the new Data Import Manager. Additional data sets will be made available through the Data Import Manager in future PowerSchool releases.

Data Export Manager Data Export Manager allows administrators to easily export data from all PowerSchool tables and user-created tables. Users are able to select individual fields or field groups, re-order or re-label fields, and save selected fields as a template.

Quick Import Use to enter a large amount of data into PowerSchool. The data to be imported must be in ASCII text file format, preferably delimited by tabs.

Quick Export Produces a simple list of students and related information from the student table. Any fields in the student table may be included in the quick export.

Import Using a Template Allows templates to be created to simplify the data import of information that is commonly brought into PowerSchool from an outside source. Templates define the import parameters and field import map so they do not have to be re-created each time an import is needed.

Export Using a Template Allows templates to be created to simplify the data export of information that may be used on a repeated basis. Templates define the export parameters and field export map so they do not have to be re-created each time an export is needed.

AutoComm (scheduled import) Use to synchronize the data in PowerSchool with the data in another system, such as a mainframe system. To synchronize data, intervals are set up at which PowerSchool automatically imports data files from the other system. User-defined parameters let PowerSchool automatically import data associated with courses, teachers, sections, students, and student schedules at the dates and times specified.

AutoSend (scheduled export) Automatically creates a copy of the information specified at the selected date and time intervals and exports the file to another system.

Direct Database Access (DDA) Use to search, modify, replace, delete, and match data for most of the internal tables in the PowerSchool.

Moving Data. PowerSchool supports importing and exporting tab-delimited ASCII files.

Interoperability

Easy Integration. As the hub of state and school districts' education environments, PowerSchool provides robust capabilities and APIs that allow administrators, teachers, parents, and students to effectively manage school processes and student data and to connect the diverse education technologies being utilized in classrooms, schools and districts. This purposeful design model brings a versatility to choosing Ed Tech applications that is unmatched in the SIS market. We want you to have the best solution for your needs, and the option to choose what that solution is. Please visit our website for a complete listing of all of our partners by category at: <http://www.powerschool.com/partners-by-category/>

3.2. Turnkey Capabilities

3.2.1.	Turnkey Capabilities. Describe the capabilities available through your company and, if applicable, your authorized network of dealers, distributors, and resellers that support your ability to provide turnkey solutions to Equalis Group Members. Your response may include, but is not limited to, your company's ability to supply solutions that address a broad range of education management and administrative needs through a single point of sale.
--------	---

PowerSchool offers "off the shelf" solutions that have been proven and tested for K-12 as well as for Higher Education. This allows Equalis Members to purchase directly from PowerSchool turnkey solutions that they can begin using and getting positive results from right away. Our turnkey solutions/featured products are described in the Product Overview

we have provided. Reference separate attachment provided entitled: "Technical Proposal"_PowerSchool_Section 3.1.1._Product Overview K12 and Higher Ed.pdf

3.3. Other Services

3.3.1.	Implementation. Does your company provide services to assist in deploying or implementing the solutions included in your proposal? If yes, describe how your company's approach to deploying solutions to customers.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--------	---	---

Refer to our separate attachment provided entitled Technical Proposal_PowerSchool_Section 3.3.1_3.3.2._Implementation_Training_Support.pdf.

3.3.2.	Training & Education. If yes, provide a description of the training services and education resources available to Members.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--------	---	---

Refer to our separate attachment provided entitled Technical Proposal_PowerSchool_Section 3.3.1_3.3.2._Implementation_Training_Support.pdf.

3.3.3.	Hosting. If yes, provide a description of the hosting services included in your proposal.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--------	--	---

The PowerSchool Hosting (vendor hosted) solution provides the Equalis member educational institution with secured, cloud-based access to PowerSchool products and their related components in a Software as a Service (SaaS) model. With our PowerSchool Hosting solution, all data remains the property of and is solely owned, and thereby controlled, by the district.

The PowerSchool Hosting environment utilizes an isolated infrastructure that includes fully redundant compute resources, multiple levels of data recovery, and cutting-edge security technologies. This not only increases performance and security but also allows our PowerSchool Hosting solution to reach unlimited scaling capabilities.

A dedicated PowerSchool Hosting Operations team provides 24x7x365 monitoring of applications, databases, cybersecurity, and infrastructure operations as well as also ensuring your PowerSchool products have the current product updates applied as part of the PowerSchool Hosting solution.

PowerSchool independently verifies its PowerSchool Hosting security posture and business continuity framework to internationally recognized standards for information security management system (ISMS) and has been accredited with ISO/IEC 27001:2013 certification.

PowerSchool Hosting Data Center

Our PowerSchool Hosting solution data center provider utilizes state-of-the-art facilities that exceed Uptime Institute Tier III standards and are in alignment with security best practices as well as incorporating multiple redundancy levels to maintain high-availability infrastructure services.

Data center facilities utilized provide multiple challenge points and employ an extensive series of security protocols throughout all data center areas to ensure your data is 100% secure. The data centers are in nondescript facilities that

are located within the Continental US and ensures data residency boundaries remain within the Continental US. Physical access is strictly controlled at the data center perimeter, building ingress points, and individual data center floors by professional security officers utilizing video surveillance and other electronic means such as Biometric Access Control systems.

Power protection incorporates fully redundant systems to provide 24x7x365 maintainable electrical power. Isolated-parallel (IP) UPS topology provides backup power in the event of an electrical failure for critical and essential loads in the facility. Diesel-powered generators provide backup power for the entire facility. Temperature and humidity controls comply with ASHRAE standards and are conditioned 24x7x365 to maintain atmospheric conditions at optimal levels. Fire detection and suppression equipment utilizes smoke detection sensors throughout the data center environment as well as a combination of wet-pipe, double-interlocked pre-action, and gaseous sprinkler systems. Internet connectivity is provided through multiple redundant Tier-1 Service Providers with unlimited network throughput capabilities

PowerSchool Hosting Security

PowerSchool fully appreciates the importance of protecting personally identifiable information (PII) and other sensitive district data and has resources dedicated to overseeing data security practices to help PowerSchool adhere to policies that aim to protect sensitive data. As part of our ISO/IEC 27001:2013 compliance, PowerSchool supports the most critical processes of managing student, class, and school data, and we are committed to the highest standards of protection for such data.

Redacted

PowerSchool Hosting Data Recovery

With our PowerSchool Hosting solution, Data Backup and Disaster Recovery plans exist and are a critical element of our ISO 27001:2013 compliance for business continuity. Our data center provider affords the PowerSchool Hosting solution with the flexibility to store systems data within multiple Availability Zones. Availability Zones are designed as

independent data center facilities equipped with independent power, cooling, networking, storage, and compute resources and are physically separated within a typical metropolitan region.

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.

Redacted

For Business Continuity, PowerSchool corporate and its business functions are spread across multiple geographic locations. The physical distribution provides for internal redundancy and inherently stable infrastructure for Business Continuity regardless of the local impact of a disrupting event. Our PowerSchool Hosting infrastructure is completely independent of our corporate networks and our PowerSchool Hosting Operations support organization is also distributed across multiple locations to ensure continuity of support services for customers.

PowerSchool Hosting Systems

Within our PowerSchool Hosting environment each district utilizes a secured PowerSchool product configuration that ensures data is segregated from other districts. PowerSchool systems are scaled with allocated compute resources such as memory, processors, and disk space that are consistent with our Quality Assurance performance testing. Data storage within our PowerSchool Hosting environments utilizes SSD-backed volumes that delivers high-performance and low-latency disk support for mission-critical applications. The core network utilizes highly available and scalable network services to deliver PowerSchool product content to end users with low latency and high data transfer speeds. In addition to this, redundant load balancing automatically scales handling capacity by directing traffic and distributing workloads across the application.

PowerSchool Hosting Administration

As part of the PowerSchool Hosting solution, a dedicated team familiar with PowerSchool products and specific infrastructure needs provides systems administration, maintenance, and monitoring of your hosted PowerSchool products.

The PowerSchool Hosting Operations team utilizes a wide variety of automated monitoring systems to provide a high level of service performance and availability. Infrastructure, PowerSchool application performance, and security are closely monitored 24x7x365 by dedicated PowerSchool Hosting Operations staff. Enterprise-grade solutions are extensively instrumented to monitor key operational metrics and early warning thresholds. These capabilities allow

our PowerSchool Hosting solution to sustain district access at a level of 99.9% during normal business hours (7:00 AM to 6:00 PM, Monday through Friday, district local time zone).

Our PowerSchool Hosting solution also includes services by our PowerSchool Hosting Operations team to ensure your hosted PowerSchool products have the current database updates, product updates, compliance updates, and security updates applied outside of normal business hours. All maintenance windows are scheduled at least 5 days in advance and will typically occur outside of normal business hours. The duration of the maintenance window will vary based on what actions and updates are being applied during the scheduled maintenance window; however, the district would be notified of the expected downtime when they are notified of the scheduled maintenance window. Operating systems patches and systems security updates are deployed bi-weekly outside of normal business hours. In the event an operating systems patch or systems security update requires a restart of systems, the district would be notified via email of the scheduled maintenance window.

3.3.4.	Other Services. If yes, provide a description of the other services included in your proposal that have not been addressed within this document.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--------	---	---

Refer to the separate attachment provided entitled Technical Proposal_PowerSchool_Section 3.3.4._Educational Impact Consultant Overview.pdf

3.4. Additional Features

3.4.1.	Value Add. Describe any other features or capabilities relating to this RFP that would improve or enhance your company's proposal. Your response may include, but is not limited to, additional or complementary products and services, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.
--------	---

All of the products and services that we are proposing have already been included in our response.

3.5. Additional Offerings

3.5.1.	Other Capabilities. Identify and describe any other products and/or services your company offers outside the primary scope of this RFP that can be made available to Equalis Group Members. Include proposed pricing for any additional products or services your company offers in <u>Attachment B – Cost Proposal</u> in accordance with the directions provide in <u>RFP Section 2.3 Cost Proposal & Acceptable Pricing Formats.</u>
--------	--

All of the products and services that we are proposing have already been included in our response.

3.6. Warranty

3.6.1.	Warranty. Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal.</u>
--------	--

Redacted

Redacted

Section 4. Business Operations

4.1. Logistics

4.1.1.	Distribution Capabilities. Describe how your company propose to distribute the products, services, and solutions in Bidder's defined geographic reach.
PowerSchool has a large reach throughout the United States making it easy for us to sell and support our customers. We have Inside Sales and Field Reps that are assigned throughout the United States covering specific territories and educational institutions in those territories. We would leverage these Reps and the large volume of existing relationships we currently have to further grow and encourage use of the cooperative purchasing to Equalis members.	
4.1.2.	Supply Chain. Identify all other companies that will be involved in selling, processing, implementing, handling, or shipping the products or services to the Equalis Group Member.
There will not be any other companies involved in selling, processing, implementing, handling or shipping the products or services to the Equalis Group Member.	

4.2. Customer Service

4.2.1.1.	Forums and Support Groups. Does your company offer any user groups or support forums.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>There are numerous ways a PowerSchool customer can get involved via user groups or support forums and more.</p> <p>We are a platinum sponsor for national, state and regional PowerSchool User Groups conferences where we provide sessions, engineers, developers, leadership, and solution experts. Additionally, PowerSchool Group offers a variety of forums to allow our customers to provide input on future product direction, as well as to participate in state reporting development and testing, and beta testing of product releases prior to release for general availability.</p> <p>The National PowerSchool Users Group (PSUG) holds a four-day conference annually for PowerSchool users from all over the United States. The National PSUG Information Exchange & Vendor Expo includes sessions put on by fellow PowerSchool users and workshops put on by vendors that have products or services that work with PowerSchool.</p> <p>In addition to a National PSUG with over 11,000 members, local PowerSchool User Groups (PSUG) can be found across the United States (and across the globe!). National PowerSchool User Group events are organized every year. While the PowerSchool Group does participate and attend these events, they are organized by PowerSchool users, for PowerSchool users. Fees, if any, are determined by each group.</p> <p>Equalis Members can check the PSUG Events website, http://www.psugevents.com/ for details on the special User Group Events available in their area.</p> <p>PowerSchool University</p> <p>The PowerSchool Group also offers customers specialized training opportunities at PowerSchool University (PSU). At PSU, attendees learn dozens of tips, tricks and techniques for everyday tasks. For beginning to experienced PowerSchool users, PSU offers a wide variety of courses taught by certified PowerSchool trainers. Each course is specifically designed for the participant's role at the school or district. In addition, attendees appreciate the opportunity to meet fellow educators and develop lasting peer support networks.</p> <p>Other Community Resources</p> <ul style="list-style-type: none"> - PowerSchool Community and PowerSource. A community-focused customer support website for PowerSchool, contains user forums and local user group forums. With over 320,500 users this is a great resource to share and gain information from peers. - Product Advisory Council. This group consists of a cross section of customers from school to state level, private to public level and small to large institutions who meet on a weekly basis to provide feedback and input on product development. 		
4.2.2.	Service Level Agreements. Describe your Service Level Agreements (SLAs) along with your levels of response.	
<p>Refer to the separate attachment provided entitled Technical Proposal_PowerSchool_Section 4.2.2. PowerSchool Standard SLA.pdf.</p>		
4.2.3.	Issues & Bugs. Describe your company's process for reporting, addressing, and fixing errors, issues, and bugs.	
<p>PowerSchool uses an industry-standard approach to identifying, prioritizing, and resolving product issues, and that extends to all issues associated with accessibility. The Product team assesses issues based on Business Impact (definitions available upon request), which ranges from an item that needs immediate attention to lower priority issues that will be resolved over time. The Engineering team then works to address the issue within the timeframe expected. Accessibility issues are part of that review, and will be resolved based on their impact to users.</p>		

For detailed information on our Support Services please refer to the separate attachment provided entitled Technical Proposal_PowerSchool_Section 3.3.1._3.3.2._Implementation_Training_Support.pdf.

4.2.4.	Customer Service Department. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.
--------	--

Customer Support Services are available via phone, chat and email. Our representatives approach each caller as an individual with specific needs and concerns while addressing each call thoughtfully and efficiently. Users can access support through a variety of convenient avenues.

PowerSchool offers phone and chat support Monday – Friday 3 AM – 9 PM PST*. Phone support is also available Saturday 8 AM – 5 PM PST*.

*excluding US national holidays

Online Help

PowerSchool Help is available for all users online, any time, and at the click of a button, online help is configurable to include district specific processes, policies, and procedures; task guides and breakdowns, videos, and short Mastery-in-Minutes are a few of the methods available through the Help link available in all portals and pages; PowerSchool Community and PowerSource are PowerSchool's online community forums for user guides, discussion forums, and community exchange of questions, best practices, and tips to build your network and collaborate with the largest educational technology community in K-12.

PowerSchool Community and Knowledgebase

Unlike traditional websites that only allow users to receive information, PowerSchool Community allows all users to access, participate in and contribute to the worldwide PowerSchool Community.

- An Expansive Knowledgebase: Quickly search more than 29,000 articles and documents.
- Forums: Connect and collaborate with more than 329,800 members in more than 17,300 discussions.
- Professional Development: Immersive and comprehensive web-based distance learning courses.
- Mastery in Minutes: Access a growing list of more than 150 interactive and entertaining tutorials.
- PowerSchool Community Exchange: An area for sharing reports, transcripts, custom pages, and more with other PowerSchool users at no cost.
- Training Documentation: PowerSchool Group will provide you with all available system and training documentation as part of the overall implementation. In addition, further system, and training information—quick references, tutorials, videos—is available through PowerSchool Community.

All customer support services are provided by PowerSchool employees directly.

For additional customer support information please refer to the separate attachment provided entitled Technical Proposal_PowerSchool_Section 3.3.1._3.3.2._Implementation_Training_Support.pdf.

4.3. Order & Invoice Processing; Payment

4.3.1.	Purchasing Options. Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of contact or if the contract will be made available to your dealers and reseller to serve as the single point of contact.
--------	---

PowerSchool will serve as the single point of contact as we do not have dealers or resellers. Each Equalis group member will have a specific PowerSchool sales representative assigned to them that knows the members state/local area. Equalis group members can go online to request their sales person to be assigned to them based upon their location, by logging onto the following site and putting in their request: [Contact Sales | PowerSchool](#)

4.3.2. **Order Process.** Describe your company's proposal development and order submission process.

PowerSchool's order process is simple. Once a sale representative understands the products wanting to be purchased by the Equalis group member they will generate a quote that will be sent along with our Terms and Conditions for the Equalis member to sign. Once approved, the Kick-Off with a Project Manager gets initiated between PowerSchool and the Equalis member.

4.3.3. **Invoice Process.** Describe your company's invoicing process.

PowerSchool's invoice process is described below.

Fees charged in subsequent periods after the duration of the quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to the quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If the quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of the quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of the quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: <https://www.powerschool.com/msa>

4.3.4. **Payment.** What are your standard payment terms? What methods of payment do your company accept?

Refer to our response above to Section 4.3.3.

4.4. Members Contracting for Services

4.4.1. **Customer Set Up.** Once an Equalis Group Member decides to accept your company's proposal for services as described in this RFP, what is the process for the Member to become a customer?

Once an Equalis Group Member decides to accept PowerSchool's proposal for services as described in this RFP they will work with their designated sales person to assist them in next steps which will include a quote for the desired services, providing them with PowerSchool's Terms and Conditions and entering into a contract for services. Please see section 4.3 for more information on the order process.

4.4.2.	Customer Agreements. Does your company have standard customer agreements? If yes, please provide copies of any standard customer agreements and describe your process and timeline for reviewing, negotiating, and finalizing any customer-specific contract terms or requirements.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>We have provided our Main Services Agreement as a separate attachment entitled, Technical Proposal_PowerSchool_Section 4.4.2._Main Services Agreement.pdf. Any negotiating of the terms and conditions as well as finalizing any customer specific contract terms or requirements would involve PowerSchool's legal team and would be worked through in a timely manner to reach a mutually agreed upon contract.</p>		

Section 5. Go-To-Market Strategy

5.1. Bidder Organizational Structure & Staffing of Relationship

5.1.1.	Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas; Executive Contact, Contract Manager, Account Manager/Sales Lead, Reporting Contact, and Marketing Contact. Indicate who the primary contact will be if it is not the Account Manager.
<p>Due to the nature of this RFP being for a large variety of Equalis member educational institutions located throughout the United States, we are unable to name specific persons who will be responsible for all of the areas listed here. We have over 125 Inside Sales and Field Reps that cover specific locations throughout the United States. We have provided a link here that Equalis members can go to when ready to initiate contact with us regarding products PowerSchool offers, and once they do that they will be connected with a dedicated representative that will assist them: Contact Sales PowerSchool We can provide 2 main contacts that will be consistent for all members: Primary Contact - Joseph Ayala, Director Bids and Proposals, phone- (916) 461-3411, email - joseph.ayala@powerschool.com or pssrfp@powerschool.com and Reporting Contact - James Johnston, Accountant, phone – (916)210-9491, email – james.johnston@powerschool.com</p>	
5.1.2.	Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.
<p>We have provided our 2021 Sales Org Chart as a separate attachment titled, Technical Proposal_PowerSchool_Section 5.1.2._2021 Sales Org Chart.pdf.</p>	

5.2. Contract Implementation Strategy & Expectations

5.2.1.	Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include, but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.
--------	---

PowerSchool is a part of many buying lists some that are regional and some that are nationwide. Our strategy has been to be a part of buying lists suitable for our products as they allow us to sell to a large variety of customers allowing them to make purchases without having to go to bid. Our strategy with Equalis Group members will be a continuation of the how we work with all of the cooperative buying lists we are already a part of – we have dedicated sales teams that work their respective territories which are throughout the United States. For Equalis members our sales teams would work with member educational institutions making them aware of PowerSchool and our product offerings. We continually work with our customers to offer them new product offerings that will work seamlessly with what they have already purchased and further streamline their processes. Once a member is interested in making a purchase with PowerSchool their dedicated sales person will provide them with a detailed quote based upon their product needs. Contracts are always deployed in a timely fashion and are mutually negotiated based upon the included Main Services Agreement.

5.2.2.	Sales Team Incentives. Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--------	--	---

Although the commission structure for the sales reps are equal when using a co-op such as Equalis, the sales team is motivated to use co-op agreements as it prevents an educational institution from having to go to RFP and allows the sale to be completed more quickly.

5.2.3.	Revenue Objectives. What are your sales revenue objectives in each of the five (5) years if awarded this contract?
--------	---

Redacted

Section 6. Administrative Requirements

6.1. Admin Fee & Reporting

6.1.1.	Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is two percent (2%) based on the terms disclosed in the <u>Attachment D – Model Administration Agreement</u> .	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Negotiate
--------	---	---

We agree to the 2% Admin. Fee.

6.1.2.	Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15 th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--------	--	---

We agree to the reporting requirements and will adhere to them.

PowerSchool Ownership Structure
as of August 1, 2018

Entity Name: PowerSchool Group LLC
Tax profile: Single Member LLC, disregarded for US income tax purposes
Partner Name: Severin Acquisition, LLC
Ownership Interest: 100%
Business Address: 150 Parkshore Drive, Folsom CA 95630

Entity Name: Severin Acquisition, LLC
Tax profile: Single Member LLC, disregarded for US income tax purposes
Partner Name: Severin Holdings, LLC
Ownership Interest: 100%
Business Address: 401 Congress Avenue, STE 3100, Austin, TX 78701

Entity Name: Severin Holdings, LLC
Tax profile: Single Member LLC, disregarded for US income tax purposes
Partner Name: Severin Intermediate Holdings, LLC
Ownership Interest: 100%
Business Address: 401 Congress Avenue, STE 3100, Austin, TX 78701

Entity Name: Severin Intermediate Holdings, LLC
Tax profile: Files US partner return
Partner Name: Severin Topco LLC
Ownership Interest: 99%
Business Address: 401 Congress Avenue, STE 3100, Austin, TX 78701

Entity Name: Severin Topco LLC
Tax profile: Files US partner return
Partner Name: Onex Partners, Vista Equity Partners
Ownership Interest: 49.7% each
Business Address: 401 Congress Avenue, STE 3100, Austin, TX 78701

Onex Partners, Vista Equity Partners, no individual has contributed 10% of the fund

PowerSchool Product Overview

PowerSchool is proposing the following solutions to meet the requirements of the RFP. We first provide the names of the product solutions followed by a short description of each.

K-12 Solutions:

- BusinessPlus
- eFinancePlus
- Unified Talent Suite
- PowerSchool Student Information System (SIS) Suite
- eSchoolPlus Student Information Suite
- Unified Insights Powered by Hoonuit

HigherEd Solution:

- PeopleAdmin Talent Suite
- Faculty Information System (FIS)

K-12 Solutions

PowerSchool Unified Administration BusinessPlus

BusinessPlus is an ideal K-12 Enterprise Resource Planning (ERP) system for unique business operations. It has everything needed to control business processes like budgeting, grants management, HR and benefits management, regulatory reporting, payroll, purchasing, and a lot more. Design, streamline, and automate processes with tailored workflows and configurable web forms to be more efficient and save money in the long run. We make it simple with integrated, easy-to-use systems to create productive teams, use powerful data views for strategic decisions, and gain operational control to maximize resources.

PowerSchool Unified Administration eFinancePlus

PowerSchool Unified Administration eFinancePlus Enterprise Resource Planning (ERP) streamlines complex K-12 administration processes, to make jobs easier and a District more efficient. Our integrated Finance and HR system was built specifically for K-12 to automate processes and provide direct and secure access to accurate, timely reporting. Centralize multiple budgets, manage unique HR decisions,

and process complex payments all in one place.

PowerSchool Unified Administration Talent Suite

PowerSchool Unified Talent Suite is a single, unified talent management solution with best-in-class products for the complete employee lifecycle. It supports success, from hire to retire. It has everything today's HR leaders need to ensure every student is supported by impactful educators. Get the best tools to attract, hire, support, develop, and retain talent to drive student success. It is a robust system to efficiently manage the many HR roles, tasks, and responsibilities that go far beyond simply hiring staff and providing compensation and benefits.

NOTE: K-12 Schools and Districts can purchase the entire Talent Suite or simply one or more individual modules they need to support their processes. Below is a description of each module:

PowerSchool Unified Talent Applicant Tracking

Our K-12 recruiting software handles every step of the applicant tracking process—from job posting to hiring—in an intuitive, easy-to-use online package. Customers can customize applications or mold interview questionnaires specific to needs, then automate notifications and reference checks. With PowerSchool Unified Talent Applicant Tracking, K-12 leaders can efficiently fill open positions and eliminate stacks of applications, resumes, transcripts, and certificates; inbound calls and emails from applicants that interrupt other important tasks; and inconsistent communication and difficulty in accessing applicant information by principals and administrators.

PowerSchool Unified Talent School Spring Job Board

Expand hiring horizons with the nation's most popular online K-12 job board— with more than a half million unique visitors monthly. Spot the right applicants for teaching, support, and administrative roles with PowerSchool Unified Talent SchoolSpring Job Board. Post jobs just once and multiply your reach. Fast and easy applications capture more candidates, giving a better selection of top talent to staff schools. Connecting to the largest pool of interested, qualified applicants with K-12 education jobs is as easy as 1-2-3.

PowerSchool Unified Talent Candidate Assessment

To maximize student achievement, K-12 leaders need to identify the best candidates and maximize new hires' opportunities for success. That's why we designed PowerSchool Unified Talent Candidate Assessment, a first-of-its-kind predictive online analytics tool that uses thousands of data points, collected over time, to help school and district leaders identify, hire, and develop the best teachers, principals, and staff.

PowerSchool Unified Talent Employee Records

Manage employment documentation and time-consuming recordkeeping tasks easily with an online process management solution. Say goodbye to the frustrations of manual document tracking and workflow management with user-friendly reporting, automated tracking, and compliance tools with PowerSchool Unified Talent Employee Records.

PowerSchool Unified Talent Perform

PowerSchool Unified Talent Perform is a comprehensive performance evaluation system

designed to handle all K-12 employee evaluations, from teachers and principals to support staff and beyond. The flexible product offers the ability to support the development of staff with peer reviews, self-assessments, and growth plans.

PowerSchool Unified Talent Professional Learning

Complete solution for Professional Learning for Teachers and Staff. Have every tool to plan, manage, and track professional development in education. From instructor-led to self-paced online courses, ensure educators have continuous development support. Deliver tailored learning while driving engagement and retention with PowerSchool Unified Talent Professional Learning. The practical solution for planning, tracking, and managing talent—so educators can focus on growth, not paperwork.

PowerSchool Unified Talent SmartFind Express

With PowerSchool Unified Talent SmartFind Express, take confidence in the ability to quickly and easily find the best substitutes so that student learning does not stop. Streamline callout processes with a highly configurable, time-tested system, and mobile app that help quickly identify and contact the substitutes needed without the early morning substitute scramble.

PowerSchool Student Information System (SIS) Suite

As the market leader, PowerSchool SIS covers all administration needs, including scheduling, attendance, state compliance reporting, data management, faculty management, learning management, assessment, analytics, special programs, IEP management, emergency / medical and health management, registration, and more. Plus, teachers love the gradebook, which is easy to use, simple, and quick.

NOTE: K-12 Schools and Districts can purchase the entire SIS Suite or simply one or more individual modules they need to support their processes. Below is a description of each module:

PowerSchool SIS

PowerSchool SIS—the flexible, configurable, and scalable student information system at the heart of the school, district, or board’s educational technology. Schools can depend on a modern, easy-to-use, always-available SIS to improve daily operations, boost administration productivity, identify problem areas, enhance communication, and ensure funding with easy reporting. Core features include attendance, grading, gradebook, health, demographics, scheduling, and more.

PowerSchool Performance Matters Assessment and Analytics

Get the power to identify student trends and take meaningful actions to improve success with PowerSchool Performance Matters Assessment, a district-wide assessment product, and PowerSchool Performance Matters Analytics, which provides a comprehensive view into student performance data. Performance Matters Assessment is a dynamic tool for educators to author and administer assessments that make gauging student achievement simple and straightforward, including easy and accessible administration tools, full coverage of standards, and an accurately gauge mastery of knowledge and skills. PowerSchool Performance Matters Analytics is great for analyzing and sharing student data and insights to help reduce chronic absenteeism, improve school performance, and increase parental engagement in student

success.

PowerSchool Schoology Learning Management System (LMS)

Schoology LMS is the leader in K-12 teaching and learning technology—designed to help schools and districts improve student performance while enabling equity and access for every student. Schoology LMS delivers personalized instruction to students no matter where they are, while increasing collaboration and communication throughout the school and district.

PowerSchool Schoology Assessment Management Platform (AMP)

For districtwide formative assessments, Schoology's Assessment Management Platform (AMP) allows the district to deliver assessments by grade level or by subject throughout the division. This allows administrators to have a complete view into student performance in the district.

PowerSchool Enrollment

Modernize student enrollment management process to save staff and parents time with PowerSchool Enrollment's complete online solution. Uncover additional District resources and improve family engagement from the very beginning. Enrollment is a configurable system for all admissions, school choice, enrollment, registration, and re-registration needs.

PowerSchool Enrollment Express (available only for use with PowerSchool SIS)

Enrollment Express is a lightweight, configurable online solution that meets all registration needs, right from within the PowerSchool SIS. Give everyone reason to celebrate at the beginning of the school year. Free administrators from excessive data entry, save families precious hours spent filling out forms by hand, and eliminate unnecessary printing and mailing costs from the District budget. Plus, save time on compliance reporting and boost school funding with accurate data on enrollment numbers right from the start.

PowerSchool Ecollect Forms (available only for use with PowerSchool SIS)

Bring all your K-12 forms online. Create, edit, and share online forms to meet K-12 goals, right from within PowerSchool SIS, with PowerSchool Ecollect Forms. Pull from a library of form templates or create unique forms—even share forms with neighboring Districts! Use it for wellness surveys, e-learning consent forms, device tracking, permission slips, field trips, transportation requests, parent-teacher conferences, and many more! With simple reporting, less manual paper processes, and more real-time data, have the accurate insights needed to move closer to important K-12 goals.

PowerSchool Unified Classroom Special Programs

Meet the needs of students with learning differences with simplified case management, improved staff collaboration, confidence in compliance, and better family convenience. For years, PowerSchool Unified Classroom Special Programs has simplified the management of special program documentation—including IEPs, 504, ELL, Gifted, RTI, and more. With the addition of Microsoft Immersive Reader's read-aloud and translation capabilities, accessing these documents is easier than ever!

Our intuitive, scalable, and secure student information management system is designed to smartly manage student data. This powerful solution is 100 percent web-based, highly configurable, and accessible anywhere. By simplifying the thousands of tasks performed daily by school district personnel, our SIS frees staff to focus on student learning and district success.

PowerSchool Unified Insights Powered by Hoonuit

Hoonuit's system agnostic platform enables our customers to pull data from disparate source systems into a comprehensive and longitudinal database. The cross-domain nature of our solution allows our customers to see the "whole" picture of the district and multiple levels of analysis, which includes data for students, finances, operations, human resources, programs, and more. Our solution is ideal for helping to automate data management processes, along with providing extensive analytics capabilities that include ad hoc reporting and dashboards specific to your needs. We offer a system-agnostic, web-based analytics platform for PK-12 district reporting that provides prescriptive, research-based actionable insights and workflows with the ability for end-users to create their own visualizations and reports on the fly to advance student outcomes. Product Bundles include Hoonuit Student Essentials (Essentials/Data Driven Workflow); Hoonuit Advanced Student Suite (Essentials/Student Readiness/Predictive Early Warning/Social Emotional Learning); Hoonuit Advanced Student Suite – Elem/Mid (Predictive Early Warning/Social Emotional Learning); Hoonuit Geovisual Enrollment Analytics (Enrollment Analytics/Location Analytics); Hoonuit Talent and Business Operations (Human Capital/District Operations); and Hoonuit Community Engagement (Public Dashboards).

Naviance by PowerSchool (Naviance was acquired by PowerSchool in March 2021) Naviance is the nation's leading college, career, and life readiness (CCLR) platform. Naviance is currently driving CCLR outcomes in more than 43% of U.S. schools in over 48 states nationwide, including half of Texas's 10 largest K-12 districts, dating back to 2012. Currently, we support 100+ Texas districts, 1,200+ Texas schools and 905,000+ Texas students.. Our robust and proven platform guides students through the process of self- discovery to align their strengths, interests and aspirations to their best-fit post-secondary path. By building upon this foundation, we can help schools and districts drive your students to successful outcomes and help you meet all of your college, career, and life readiness goals. The Naviance solution helps students make connections to post-secondary opportunities through self-discovery and career exploration. Naviance provides district-wide administration with powerful, centralized controls that enable informed and actionable district-wide school support. Naviance supports counselors' and advisors' current efforts through caseload prioritization, useful data visualizations and corresponding reporting mechanisms. This helps to motivate students to take ownership of their goals by tracking and connecting college and career readiness activities, and ensures students and parents are engaged throughout the process.

HigherEd Solutions

PowerSchool PeopleAdmin Suite

Lack of transparency, interoperability and redundancy have long been problems in higher education. Today over 64% of higher education leaders are concerned about technology silos, and almost 50% are concerned about a paper driven process for faculty activities. By using PeopleAdmin solutions, hundreds of universities automate and optimize their most complex, time-consuming talent management tasks, allowing them time to focus on strategic initiatives that advance their institutional mission. Integrations between Position Management, Applicant Tracking and Performance, solutions further simplify the entire higher education talent management process and organize position description transitions all the way from the hiring process to employee development.

NOTE: HigherEd colleges and universities can purchase the entire PeopleAdmin Suite or simply one or more individual modules they need to support their processes. Below is a description of each module:

PowerSchool PeopleAdmin Applicant Tracking System (ATS)

PowerSchool ATS is the center of our HigherEd Platform based on more than 20 years of higher education-focused research and work. ATS simplifies hiring, increases efficiency, and helps organizations achieve academic mission through a templated orchestration and rules engine. As higher education's leading solution ATS is complete with robust reporting and analytics capabilities, along with unrivaled support for sophisticated academic processes. Recruiting and hiring workflows move more swiftly while providing human resources departments with complete oversight every step of the way. Easily manage recruiting and hiring activities, including job postings, offer letters, compliance with EEO, evaluation criteria, candidate engagement, reference checks, and diversity initiatives on each campus, today.

PowerSchool PeopleAdmin Position Management

Allow any HR Professional, from a generalist to talent specialist, to effortlessly maintain a compliant, comprehensive, single source of truth for position descriptions, classifications, and organizational structure with Position Management. Position Management is an intelligent classification system that holds innovative technology providing exclusive services, not available anywhere else. With the HigherEd Platform, Position Management utilizes the multi-tenant SaaS workflow engine to save time – so users can get back to what matters on campus. Position Management's highly customizable design — including configurable permissions that improve transparency and accountability, editable position descriptions that meet the unique needs of each position type, and customizable workflows and form views, such as budget approvals, reclassifications, and position description updates — aligns online processes with institution's needs, not the other way around.

PowerSchool PeopleAdmin Performance Management

Faculty and staff are the core of HigherEd institutions, and with PeopleAdmin's Performance Management, encourage a level of highly engaged employees to increase retention and

promote a culture of growth. Elevate employee's effectiveness and increase employee engagement on campus with an easy-to-use module that automates the technical aspects of employee development. Data-driven dashboards utilizing the nine-box model help institutions drive decisions. Real-time analytics empower departments to design programs that meet their specific performance and development goals through data-driven evaluations to enable educator success, streamlined processes, clarity of expectations and outcomes, and instant access from anywhere. Performance Management is a simple, easy-to-use tool that automates the technical aspects of employee development while colleges and universities can empower departments to design programs that meet their specific performance and development goals. Because the HigherEd Platform is one platform for multiple solutions that helps institutions fulfill the mission of higher education, all the modules communicate with one another. The Performance Management module integrates with Position Management so recruiting, hiring, and evaluation processes align with position descriptions.

PowerSchool PeopleAdmin Employee Records

Building an empowered, engaged, and competent workforce starts long before a new hire walks through an institution's door. Make a great first impression with comprehensive onboarding processes designed to welcome new hires seamlessly with Employee Records. PeopleAdmin's Employee Records enables HigherEd institutions to maintain compliance without the added stress of paper processes, freeing hiring managers and HR teams to focus on personalized communications and meaningful development-driven activities. This, paired with Applicant Tracking, gives institution the resources and data it needs to be successful. With Employee Records, new employees are up to speed and ready to fill their roles quickly, so they can spend more time advancing the institution's mission.

Faculty Information System (FIS)

Faculty achievements are pivotal to driving growth at institutions. Faculty Information System (FIS) provides a centralized hub for all data and activities. We provide a platform for the full lifecycle of faculty from hiring and onboarding, to professional development, to achieving a promotion or tenure. We remove the time-consuming task of administrators, deans, and leadership tracking, compiling, and reporting on faculty activity. FIS executes these critical functions providing faculty time to focus on research, teaching, and service. Our streamlined, modern, and simple design allows faculty to focus on what matters – teaching, research, and service. Simplified data-entry and workflows sustain the inner-workings of how faculty function within educational institutions.



Services & Support Guide



Table of Contents

Services Overview	3
Scalability	3
Project Approach	4
PowerSchool Implementation Process.....	6
Project Management.....	8
Business Process Review	9
Data Migration	12
Organization Charts	15
Resource Management Tables	17
Risk Management	22
Change Management	23
Training & Customer Education	27
Training Designed to Fit Your Needs	27
Professional Development Plus (PD+)	29
Ongoing Support	32
Supporting Equalis Group member Schools/Districts	33
Requesting Support Services	36
Response Time	36
Issue Priority Definitions	37
Response Targets	38

Services Overview

Equalis Group members need a vendor that supports your entire community in a side-by-side partnership. At PowerSchool, we approach each project as a relationship with our customer. Our long and successful history in education has come by establishing and maintaining positive relationships with state departments of education, districts, school customers, and their agents. To build trusting relationships at all levels of the project, we establish clear expectations, maintain open communication, and deliver on time and within budget.

No other vendor can offer Equalis Group members with more years of proven educational technology, local expertise, or financial stability to invest back your community.

From implementation through on-going support, PowerSchool has the expertise and resources you need to be successful. Our proposal provides a detailed plan as to how we can empower your district for years to come.

Scalability

An essential component of Equalis Group member success is the ability to scale to meet the needs of your students. This includes product scalability to meet educational trends and population influx; as well as scalable services to meet your growing needs.

Customers we've implemented have included schools from under 1,000 students to state-wide implementations of over a million students. Regardless of size, PowerSchool has been able to scale our resources to ensure every district received the dedicated resources they needed to be successful.

Flexibility

To meet larger customers' needs as well as those with unique needs, PowerSchool offers flexible deployment services and approaches—including multi-product, concurrent district implementations and cohort implementation options. Because our project methodology is proven to be equally successful across these three scenarios, we may stagger application kickoffs depending on the desired go-live priorities or add specialized resources to focus on individual applications, but the overall project approach remains consistent.

Project Approach

Implementation Methodology


Successful implementation of any new student-centered system requires proven management and methodology. PowerSchool provides schools and districts with a total implementation solution. This is a comprehensive package of services delivered by an experienced team of product, technology, and education experts, designed so that your PowerSchool implementation project meets your unique needs and expectations.

Philosophy

At PowerSchool, we approach each project as a relationship with our customer. Our long and successful history in education has come by establishing and maintaining positive relationships with state departments of education, school customers, and their agents. To build trusting relationships, we establish clear expectations, maintain open communication, and deliver on time and within budget.

Our implementation approach focuses on the achievement of the customer-defined objectives by delivering quality services that utilize and maximize resources effectively and efficiently during the planning, development, and implementation.

Our implementation philosophy focuses on:




People &
Partnerships

Applications of
Innovative
Technology

Empowerment
Through
Knowledge
Transfer

Comprehensive
Approaches to
Training,
Services &
Support

Implementation success factors:

- 
- Clear, concise project scope
 - Comprehensive client and vendor role definition
 - Achievable project timelines
 - Well-defined system standards, infrastructure, and capacity plans
 - Steering committee and stakeholder commitment to project
 - Implementation of prompt decision-making processes
 - Careful management of project resources
 - Full-time participation and cooperation of stakeholders
 - Active use of an issue-identification and resolution process

Methodology

Redacted

•

Redacted

•

PowerSchool Implementation Process

A new systems implementation project can be complicated due to planning, required communication, and necessary processes to control along the way. PowerSchool has distilled the process into the following key areas and deliverables, which your PowerSchool Project Manager will lead you through, and are detailed below:



Initiation

Soon after contract award, PowerSchool designates a Project Manager to conduct a pre-planning meeting. This meeting is designed to review the following:

- Services purchased
- Tools to be utilized for implementation
- Roles and responsibilities
- Planning the project and timeline and determining implementation dependencies

Addressing these high-level details allow your primary implementation staff to begin work immediately to assemble a project team and collect items needed for implementation going forward.

Planning

Your PowerSchool Project Manager leads you through planning, which includes the following:

- A formal Kick-Off call/meeting
- Business review
- Configuration information collection
- Business process change awareness
- Training plans/scheduling

Most planning occurs during the early part of the implementation project, but several items are ongoing or integrative.

Execution

During the execution phase, most of the work is completed to configure PowerSchool and prepare your staff to go live with PowerSchool. Your PowerSchool Project Manager keeps the project moving and assists you with product configuration decisions and questions throughout implementation to meet defined objectives.

The project plan details project deliverables and progress, which includes PowerSchool setup/configuration, guided data migration and validation, security setup, training plans, registration forms, user procedures, and several other items.

Monitoring

Your PowerSchool Project Manager is in continuous communication and updates the project plan or scope of work as primary implementation items are completed. While issues and risks will arise in almost any project, PowerSchool assists you to identify and minimize or resolve risks. We also track major milestones and adjust the project plan and timeline as needed.

Closing

Once purchased services are executed and deliverables are completed, you enter the closing phase of the implementation project to finalize project activities. This is a chance to review all checkpoints, statuses, and any outstanding items and deliverables before signing off on project completion. PowerSchool closes the project with your agreement and provides you with recommendations on next steps and first year preparation items to allow movement into post-implementation activities.

Project Manager Services

The Equalis Group member is assigned a PowerSchool Project Manager who will create a detailed Project Plan and a Statement of Work that will be used as the guide to the member School/District's PowerSchool implementation project. These documents guide you through the implementation of your new PowerSchool system. It shows how your products work together to offer the member School/District a cohesive student reporting environment.

Collaboration is a necessary component of the success of the project. The member School/District's involvement and active participation are key. Throughout the project there will be core components required from you to move forward with the project; these are communicated clearly in advance through the creation of the Project Plan and Statement of Work.

Project Management

Redacted

Business Process Review

(Optional Add-On for Additional Cost)

BUSINESS PROCESS REVIEW. As the first step in Equalis Group member's implementation, PowerSchool will perform a Business Process Review (BPR) to learn more about how you are utilizing your current technology system. Based on the results of the BPR and guided by best practices, PowerSchool's consultants will build-out the roadmap for your Unified platform. The recommendations will all be documented and provided to you through a walk-through of the analysis.

This Approach will Include:

7. Redacted

"The Business Process Review (BPR) was an amazing opportunity for our school district. The PowerSchool team took the time to meet with all stakeholders, listen to the various concerns, and assemble a comprehensive plan which met the needs of our district. Without a doubt we would have not been able to move forward with our curriculum and assessment plan without PowerSchool's assistance."

-Siobhan O'Connor, Principal
Samuel B. Huntington School, CT



• Redacted

Redacted

EXAMPLE: BUSINESS PROCESS REVIEW REPORT**BACKGROUND OF VANILLA SCHOOL DISTRICT****DEMOGRAPHICS**

Employees: 17,000 (Approximation)

Student Enrollment: 103,242

Schools: 74 Elementary Schools, 3 "K-8" Schools, 21 Middle Schools, 18 High Schools, 5

Exceptional Schools, 19 Charter Schools, 1 Alternative/Virtual school

Fiscal year: July 1st – June 30th

District Size: Vanilla County Schools is the seventh largest district of State's 67 public school systems and 26th largest out of more than 16,000 districts in the United States.

CURRENT SYSTEM

Vanilla County School District (VCSD) has been using TERMS as their Financial and Human Capital ERP system for almost 24 years.

CHALLENGE

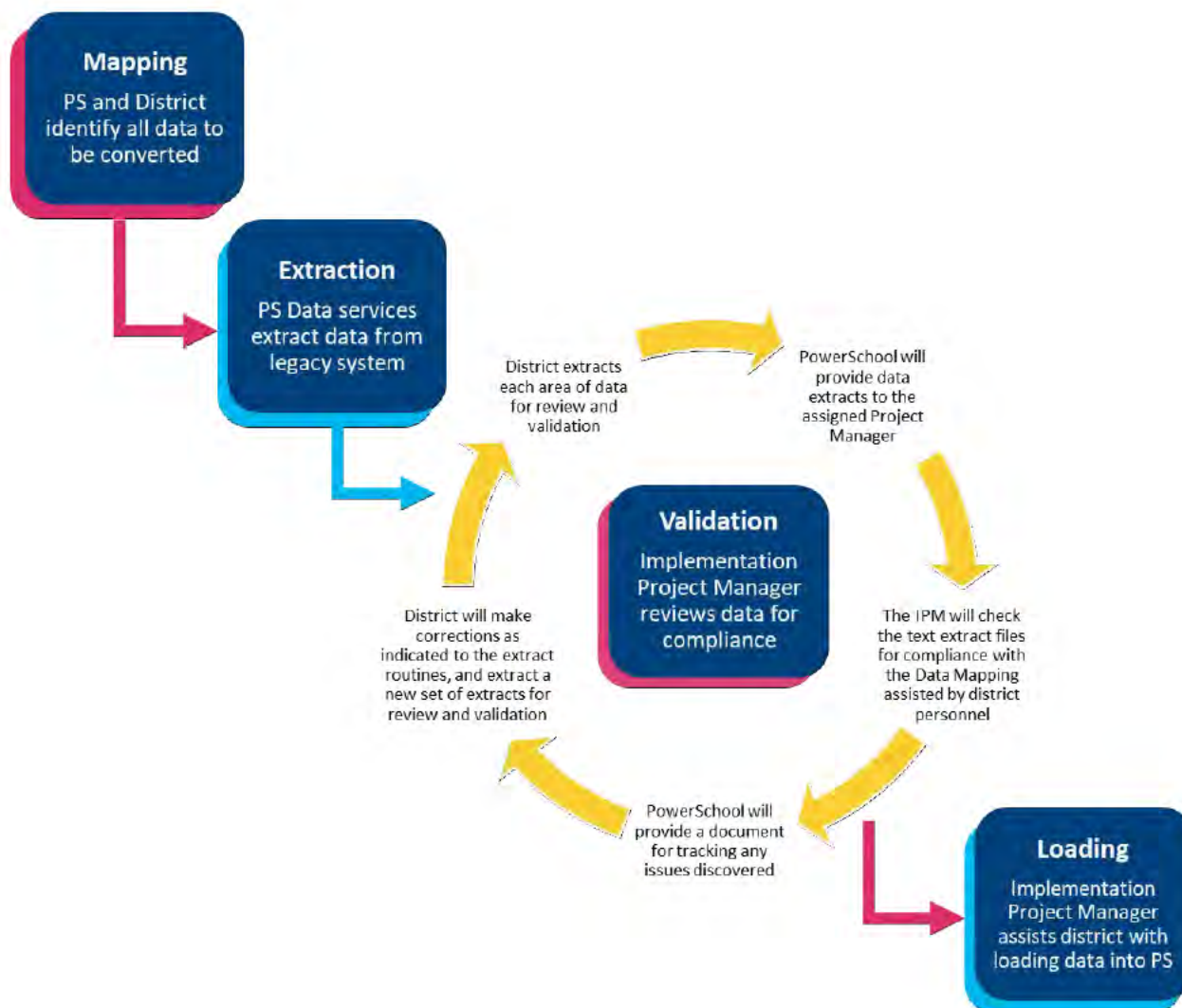
Vanilla County School District (VCSD) has challenges with efficiencies with their current ERP system, TERMS. TERMS has served the school district for 35 years of managing financial, human resources and payroll. The modern needs of Vanilla County School District are not being met with TERMS, and the need for more efficient ways of conducting business are required to keep the school district moving.

Timesheets are being managed between a numbers of systems including paper timesheets, custom designed clocking systems, and AESOP (time & attendance) and have not been reviewed for many years. While VCSD has been running a tight ship, they are looking for ways to improve efficiencies and internal processes within the district. VCSD is looking for a more efficient way to manage data and communicate between the various departments and this Business Process Review is intended to help improve processes and communications for VCSD.

Data Migration

Equalis Group member School/District's will benefit from a proven process of large-scale data conversion and detailed, member school/district-specific documentation. PowerSchool views data conversion as a partnership, requiring the member school/district's expertise on the source system along with our own expertise in moving that data into PowerSchool in order to assure a smooth and accurate transition. Our approach, as discussed below, includes the following elements:

EXAMPLE: DATA CONVERSION PROCESS



Data Mapping

Redacted

PowerSchool Data Migration

Demographic Data

Data Load Wizard Progress

Data / Table Mapping

Previous Cancel Next

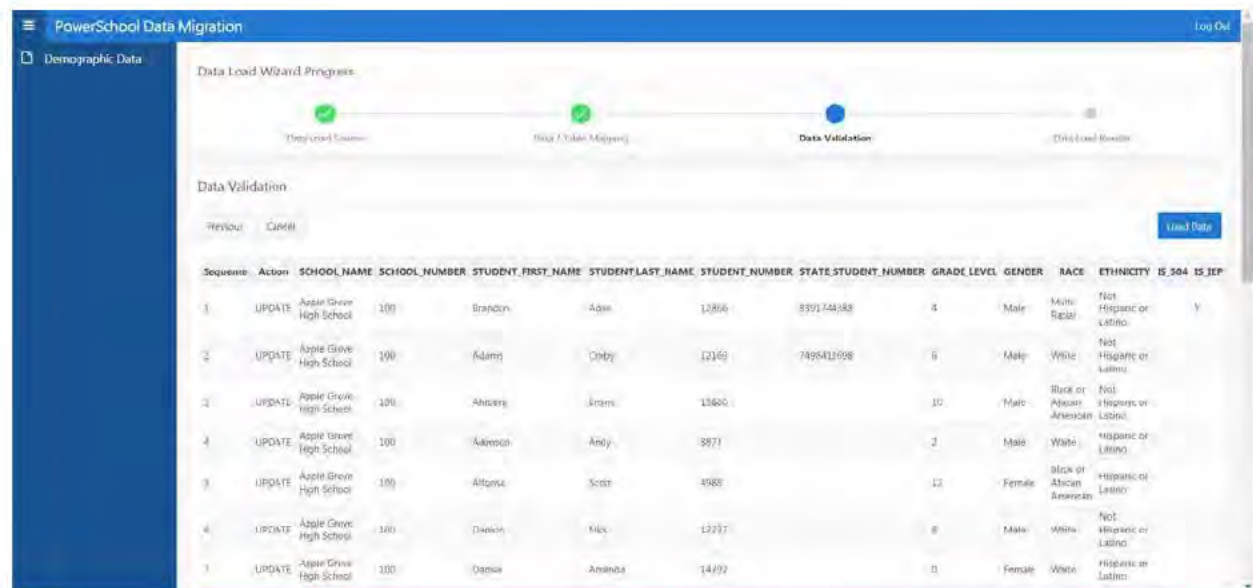
Target Column	SCHOOL_NAME - varchar(250)	SCHOOL_NUMBER - varchar(20)	STUDENT_FIRST_NAME - varchar(25)	STUDENT_LAST_NAME - varchar(25)	STUDENT_NUMBER - varchar(20)	STATE_STUDENT_NUMBER -
Source Column	SCHOOL_NAME	SCHOOL_NUMBER	STUDENT_FIRST_NAME	STUDENT_LAST_NAME	STUDENT_NUMBER	STATE_STUDENT_NUMBER
Row 1	Apple Grove High School	100	Brandon	Adair	12886	509174385
Row 2	Apple Grove High School	100	Adams	Colby	12169	749843658
Row 3	Apple Grove High School	100	Aniberg	Benny	13680	
Row 4	Apple Grove High School	100	Altman	Andy	8871	
Row 5	Apple Grove High School	100	Alonso	Geoff	4908	
Row 6	Apple Grove High School	100	Dunham	Nick	42237	
Row 7	Apple Grove High School	100	Davis	Amanda	14782	
Row 8	Apple Grove High School	100	Dargatz	Hysini	9443	
Row 9	Apple Grove High School	100	Darrow	Kayla	5636	
Row 10	Apple Grove High School	100	Davis	Alex	14688	952238234

Data Extraction

Redacted

Data Validation

Redacted



Sequence	Action	SCHOOL_NAME	SCHOOL_NUMBER	STUDENT_FIRST_NAME	STUDENT_LAST_NAME	STUDENT_NUMBER	STATE STUDENT_NUMBER	GRADE LEVEL	GENDER	RACE	ETHNICITY	IS 304	IS JEP
1	UPDATE	Apple Grove High School	100	Brandon	Aden	12856	8991744388	8	Male	Multi-Racial	Not Hispanic or Latino		Y
2	UPDATE	Apple Grove High School	100	Adam	Orby	12169	7496411028	8	Male	White	Not Hispanic or Latino		
3	UPDATE	Apple Grove High School	100	Anthony	Ernest	13600		10	Male	Black or African American	Hispanic or Latino		
4	UPDATE	Apple Grove High School	100	Andrew	Andy	3873		2	Male	White	Hispanic or Latino		
5	UPDATE	Apple Grove High School	100	Altonia	Scott	4988		12	Female	Black or African American	Hispanic or Latino		
6	UPDATE	Apple Grove High School	100	Dawson	Rick	12237		8	Male	White	Not Hispanic or Latino		
7	UPDATE	Apple Grove High School	100	Danica	Amanda	14192		0	Female	White	Hispanic or Latino		

Data Loading

Once the data extracts pass the initial validations, PowerSchool’s data specialists will load or assist the member school/district with loading the data into PowerSchool using the import functionality provided within PowerSchool.

The Data Import facilities in PowerSchool perform additional data validations during import. If the import routines report data issues, they will be documented in the Data Conversion Issues tracking document, for addressing by the Equalis Group member School/District's team or referred back to PowerSchool Data Services for correction. Data import exceptions caused by erroneous data in the source system will be referred back to the member school/district for correction.

Organization Charts

Experienced, Dedicated Project Teams

Every PowerSchool project is managed by a dedicated team led by a project manager with experience in program and project management. The project team manages according to carefully designed, repeatable, time-tested, and continuously improved processes that reflect PowerSchool's organizational commitment to superior project management.

Along with a Project Manager to lead the project to a successful completion, the PowerSchool team will include strategic consultants, a technical liaison, and training consultants. In partnership, and with a successful outcome in mind, the member School/District should also include the same types of resources. Subject matter experts who excel in their field areas should be assigned and committed to the project long-term. This commitment from the member School/District team fosters knowledge transfer and ownership of the new system and minimizes any transition time once the project is closed out.

Redacted

Resource Management Tables

PowerSchool Implementation Team

The following table provides the proposed PowerSchool and Equalis Group member School/District resources and Project Leaders for the implementation of PowerSchool.

PowerSchool Implementation Team	
ROLE	RESPONSIBILITY
Equalis Group member School/District Account Representative	<ul style="list-style-type: none"> PowerSchool Account Representative responsible for the overall relationship with the district. This individual works with your executives to understand your priorities and goals.
Project Delivery Executive	<ul style="list-style-type: none"> PowerSchool Senior Executive responsible for the overall project delivery. This individual works with your executives to understand your project and service's priorities and goals. Provides project oversight, executive and project communications, and quarterly reviews, and serves as the point of contact for any project related escalations.
PowerSchool Project Manager	<ul style="list-style-type: none"> Responsible for the implementation and deployment of your PowerSchool solution. This individual is the primary point of contact for the District Project Manager and responsible for your satisfaction. Provides functional team task management, oversees the timeliness and accuracy of PowerSchool's deliverables. Budget and resource management, project status reporting, business analysis, database setup and configuration, guided data migration and prepares to go live on the new system.
PowerSchool Product Specialist	<ul style="list-style-type: none"> Responsible for the setup and deployment of PowerSchool product or products purchased by member School/District.
Training Lead	<ul style="list-style-type: none"> Responsible for customer training plans, methods, documentation, and training delivery.
Data Conversion Specialist	<ul style="list-style-type: none"> Responsible for assisting the PowerSchool Project Manager with the migration of customer data from your legacy system to PowerSchool.

Customer Implementation and Operations Team

The figure that follows outlines the customer's typical roles for a PowerSchool implementation and beyond. Depending on Equalis Group member School/District staffing, each role can be separate or combined. Customer team members often wear multiple hats and may need to assume more than one role.

Equalis Group Member School/District Implementation Team	
ROLE	RESPONSIBILITY
Equalis Group member School/District Project Lead	<ul style="list-style-type: none"> • Heads customer project steering committee. • Responsible for approving and establishing customer-wide policies, procedures, and standards; escalation point for customer issues. • Prioritizes licensee's project team workload and supplements project staff accordingly to meet project goals. • Provides information, data, decisions, and approvals as required to meet project objectives. • Identifies and allocates dedicated customer project resources; facilitates and tracks executions of licensee's project tasks; serves as single point of contact between PowerSchool Implementation Team and other customer stakeholders. • Monitors and reports progress to licensee's senior management; communicates any deviations in project timeline to PowerSchool's project manager. • Helps resolve project issues and escalates when necessary; participates in project status meetings. • Provides direction for licensee's project team members; facilitates communication between customer stakeholders.
System Administrator	<ul style="list-style-type: none"> • Identifies and allocates customer's technical resources. • Tests PowerSchool hardware and supporting software to determine successful implementation. • Performs ongoing operational support of PowerSchool, including underlying hardware and software support and maintenance. • Deploys future PowerSchool releases.
Subject Matter Expert	<ul style="list-style-type: none"> • Gathers customer/school reference and setup data. • Inputs setup data into PowerSchool.
Data Analyst	<ul style="list-style-type: none"> • Performs customer data analysis, clean up, and data mapping. • Performs data imports and validates integrity of converted data; analyzes, develops, and unit tests extract and import routines as required to interface PowerSchool data into and out of licensee's legacy system.

Equalis Group Member School/District Implementation Team	
ROLE	RESPONSIBILITY
Training Coordinator	<ul style="list-style-type: none"> • Works with PowerSchool Training Team to create customer's training plan. • Coordinates customer's trainer resources. • Ensures successful training of customer's trainers or end users depending on training approach. • Ensures customer-specific business processes are incorporated into training. • Schedules training facility and obtains required equipment. • Schedules training & confirms successful execution of training.
Test Coordinator	<ul style="list-style-type: none"> • Confirms validation and approval of converted data. • Conducts system readiness planning and testing to ensure business scenarios support customer's use of PowerSchool.
Application Administrator	<ul style="list-style-type: none"> • Performs ongoing, customer-specific maintenance of PowerSchool application, such as adding/deleting user accounts, managing configuration tables, importing or exporting regular reports

Post Implementation Team

Equalis Group Member School/District Post Implementation Team	
ROLE	RESPONSIBILITY
System Administrator	<ul style="list-style-type: none"> • Participates in the PowerSchool installation & training. • Sets up users. • Troubleshoots issues with system. • Customizes web pages. • Coordinates and implement data standards. • Monitors school connectivity.
Network Administration	<ul style="list-style-type: none"> • Ensures that the network is configured and running efficiently with the TCP/IP protocol. • Tracks down network congestion/slowdown due to poor bandwidth. • Overall Administration of Windows 2000 Active Directory (AD) infrastructure (for future AD integration). • Manages and maintain server hardware and operating systems that PowerSchool resides on.
Data Back-Ups	<ul style="list-style-type: none"> • Ensures that all backups are scheduled to run. • Ensures that backups successfully run. • Tests that the backup is reliable (disaster recovery scenarios).

Equalis Group Member School/District Post Implementation Team	
ROLE	RESPONSIBILITY
Software Administration	<ul style="list-style-type: none"> • Participates in the PowerSchool installation and training. • Completes upgrades to the database server and client machines as required.
Database Administration	<ul style="list-style-type: none"> • Participates in the PowerSchool installation and training. • Sets up backup/recovery strategy and procedures. • Periodically maintains and tunes the database. • Adds indexes to enhance report performance (optional). • Sets up users (depending on who will be responsible for defining security requirements for the schools) and security access level.
Report Generation	<ul style="list-style-type: none"> • Develops custom reports for districts and schools. • Creates indexes to improve report performance (optional). • Posts and manages report content to ensure they are current. • Manages security to the reports.
Customization	<ul style="list-style-type: none"> • Creates custom PowerSchool pages. • Maintains custom pages to ensure data integrity and accuracy. • Develops and tests export routines for data transfer to other systems (optional).
Help Desk Support	<ul style="list-style-type: none"> • Supports the schools and end-users in the district by diagnosing problems. • Provides users with fast, efficient, and informative solutions. • Reads and maintain knowledge of current versions and updates of PowerSchool to provide technically accurate solutions to their end-users. • Attends training sessions as necessary to remain abreast of new functionality.

Communication Management

Communication of project goals and status to all stakeholders is essential to a successful project. All individuals should be given timely, accurate and consistent information regarding the project. This should be provided in the means most appropriate for each stakeholder. It is important that communication not only comes from PowerSchool, but also from the Equalis Group member School/District's Project Sponsor, project manager, and other individuals who will be consumers of the products.

Effective communicators carefully consider three components:

1. The audience
2. What is communicated
3. When it is communicated

Communication planning begins with a careful analysis of the audiences and key messages and the timing for those messages. The change management team or project leaders must design a communication plan that addresses the needs of employees, supervisors, and executives. Each audience has particular needs for information based on their role in the implementation of the change.

There are a variety of ways to disseminate information. The key is to ensure the appropriate audience is on the receiving end of the right type of communication. We have included below a list of the primary tools we will provide to you throughout the project.

Communication Tool	Provided/Led By	Purpose
Project Kickoff	PowerSchool Project Manager	Review project goals, timelines, and milestones
Project Plan	PowerSchool Project Manager	Covers project tasks, due dates, and assignees
Status Reports	PowerSchool Project Manager	Follows each status meeting, tracks ongoing open items, risks, resources, and upcoming dates
Deployment Reports	PowerSchool Implementation Specialist	Provided after each onsite or remote session, details decisions made, players involved, and next steps
Training Materials	PowerSchool Implementation Specialist	End user documentation that can be used/updated, and provided to all users
Project Closeout Report	PowerSchool Project Manager	Closing document summarizing the project, final budget, and any recommended next steps

Risk Management

- Redacted

Risk Management Plan

- Redacted

Change Management

Change Management Approach

PowerSchool is committed to supporting Equalis Group member School/Districts through the Change Management process when needed. The Change Management Plan documents the necessary information required to effectively manage project change from project inception to delivery. The Change Management Plan's intended audience is the project manager, project team, project sponsor and any senior leaders whose support is needed to carry out the plan. Issues and project change requests are typically unexpected, and many times must be dealt with quickly, to ensure the health of the project. A change request form should be used when issues/changes present themselves during the project lifecycle.

Change Management Process

- Redacted

Change Control Procedure: Project Change Request

The following process will be followed if a change to deliverables is required.



COMMUNICATING CHANGE. Redacted

Redacted

SAMPLE CHANGE REQUEST FORM AND CHANGE MANAGEMENT LOG:

Element	Description
	Redacted

Element	Description

Redacted

Type	Description

Redacted

Status	Description

ROLES & RESPONSIBILITIES

Role	Description
Project Manager	Manages the project outcomes of the CM update.
Change Manager	Manages communication and documentation of CM updates.

PowerSchool believes in several key initiatives which are important to any Change Management efforts.

- Redacted

Redacted

Training & Customer Education

The true value of any new system is measured by an organization's ability to use it to further their unique goals. Our Customer 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. PowerSchool's training team offers a full complement of trainers who come with a minimum of 5 years in administration or extended school experience and many of whom have been using PowerSchool systems for years.

Training Designed to Fit Your Needs

PowerSchool will work in partnership with each Equalis Group member School/District to plan a training program that is customized to your needs. Understanding that each school/district has a unique set of needs PowerSchool proposes a blend of training options, ranging from traditional onsite training to guided online sessions to self-paced online courses. Each Equalis Group member School/District will be empowered with the freedom and flexibility to customize training plans based on their needs and resources. PowerSchool's ultimate training goal is to build capacity within your district; thereby, reducing the need (and costs) of training over time.

In addition, we are proposing each member school/district make extensive use of the "Train the Trainer" concept. PowerSchool's commitment to and application of the "Train the Trainer" process has been effectively demonstrated in large-scale implementations. It will be employed in every possible instance to foster the district team's ownership of the learning, to encourage the team's self-sufficiency and to deliver best business value.

Customized Training Plan (Additional Cost)

PowerSchool proposes to conduct a Training Assessment. PowerSchool will interview key staff to collect the background and specific details necessary to design and plan district customized training plan, course curriculum and materials. Through collaboration with district and by assessing your unique training requirements, PowerSchool training experts will identify the target audiences and develop a comprehensive training plan designed to get the most out of your new solution.

Training Methodology

Redacted

- Redacted

Additionally, classes are modularized based on the roles and responsibilities of the users, allowing district to more effectively determine staff attendance. Moreover, PowerSchool's training is offered in a variety of ways, such as:

- eTraining
- On-site Training
- Regional Workshops



Instructor-Led Training

PowerSchool's instructor-led training is designed to meet the needs of customers at varying stages of product expertise. Courses include Initial Product Training for beginners, and complex reporting topics for advanced-level users. PowerSchool offers several types of instructor-led courses:

- Online—half day or full day with one customer
- Onsite—three days or more with one customer
- Regional—either onsite or online
- Exclusive events—one-on-one training comprised of multiple training topics
- Master Schedule Building Workshop (applicable if purchasing SIS)
- Master Schedule Training—PowerScheduler Build and Load Process Workshops (applicable if purchasing SIS)

Initial Product Training

PowerSchool Initial Product Training delivers targeted instruction, guided practice, and authentic assessment so participants can apply what they have learned and incorporate PowerSchool into their daily responsibilities.

Depending on the PowerSchool product, initial product training consists of 1/2 day online or 3 to 5 days of onsite that focuses on how end users apply PowerSchool functions and processes to their day-to-day school responsibilities.

Suggested attendees and session offerings differ slightly based on user roles and district needs. Involve staff only in those sessions that are relevant to how they use PowerSchool in their role.



Training Subscriptions

Intermediate and Advanced Product Training

Participants can take their PowerSchool skills to the next level by attending onsite or online instructor-led sessions that cover intermediate or advanced training topics. Several of the intermediate and advanced courses cover topics that focus on processes users need to complete during different phases of the school year.

Intermediate and advanced PowerSchool Student Information System courses include:

- Redacted

PowerSchool also offers advanced-level training consultations to provide one-on-one assistance.

To ease budgets and streamline decisions, we've taken our most popular courses and grouped them together to create subscription-based training. Each subscription is designed to provide districts with scalable choices so that all of your training and budgetary needs are met. Training subscriptions complement other training options and address a variety of needs, especially when:

- Redacted

Professional Development Plus (PD+)

Professional Development Plus (PD+) is PowerSchool's best-in-class, professional training solution offered in convenient, flexible, and engaging formats. PD+ includes unlimited access to an extensive library of self-paced courses and short video tutorials. All district users will also have the opportunity to attend monthly webinars led by expert PowerSchool trainers. PD+ is a scalable and efficient online training solution to effectively reach all district users.

Self-paced courses are interactive and include demonstrations, hands-on activities, and assessments. Short video tutorials provide quick answers on how to perform a variety of tasks and are designed for time-pressed users with common PowerSchool questions. Live monthly webinars are delivered by expert PowerSchool trainers and cover solutions-focused topics that are relevant to each phase of the school year.



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 they've learned. The PSU course catalog includes more than 65 different courses from which to choose. Classes are organized by topic and level of experience, making class selection easy. And participants will come away with the course materials for all classes, so the information they've learned is always in hand for review anytime, as well as reference for the classes they missed.

PSU staff is available to answer participants' PowerSchool questions. Throughout PSU, PowerSchool Support staff will be available to meet with participants at a PowerSupport one-on-one appointment to provide detailed answers to their questions. Our trainers and customization experts are also available in the afternoons during Open Lab. Participants will assuredly leave PSU with all of their questions answered!

Participants can meet fellow users in the PowerSchool community to build and expand their peer support group and share ideas, experiences, and best practices. Participants will have abundant opportunities to network with staff, trainers, and other PowerSchool users during each of their classes and at every meal.

Additionally, participants can earn Continuing Education Units (CEUs) toward their professional development at PSU.



Professional Learning

Using professional learning, teachers can build a bridge from knowing how to make technology work to using technology to transform instructional delivery, student engagement, and parent communication so that student growth and achievement increase exponentially! Professional learning offerings are

delivered onsite by expert PowerSchool coaches, committed to helping educators get the most out of PowerSchool solutions.

Professional learning offerings include modules on college and career readiness best practices, empowering administrators to become academic leaders, math initiatives, reading initiatives, and new teacher best practices.

Additionally, PowerSchool Professional Learning Services allows districts to customize a professional development package to complement their formative assessment implementation plan and drive school improvement efforts towards success. PowerSchool offers a suite of professional development services around successful assessment administration.

Our ACT Preparation Services prepare teachers, administrators, and students for these accountability requirements through:

- Professional development workshops
- Individual teacher mentoring
- Content area meetings
- Student ACT preparation sessions

Free Training

PowerSchool offers some free in-product training options, such as free training videos or workbooks. For example, a rotating set of short training videos are included in PowerSchool every month that cover popular and timely how-to topics.



Ongoing Support

PowerSchool not only strives to create innovative technology, but also to provide customers with innovative customer support based on best practices. Our success as a Customer Care Team is driven by the belief that **customer support is a lifelong way of thinking**. It is not only a function of resolution when you need help, but rather a behavior of excellence that is pervasive across the entire company.

"The support in switching over was amazing.... If they don't have the answers to your questions, they go out of their way to find the answers. After almost a full year I am still utilizing their knowledge. There is so much to learn, and I don't know what I would have done without this amazing group of people."

Cheryl Whitney

Executive Assistant

Tsuut'ina Nation Depart of Education, Alberta

The PowerSchool Services and PowerSchool Support teams have each been recognized as award winners in the 15th Annual Stevie Awards for Sales & Customer Service. We are proud of the entire team for this recognition that validates the great work we have been doing to delight our customers.

PowerSchool has won two Silver Stevies in the front-line customer services and contact center category for technology companies:

- PowerSchool Services Team of the Year
- PowerSchool Customer Service and Contact Center – Front Line Customer Service Team of the Year

The Stevie Awards for Sales & Customer Service recognize the achievements of contact center, customer service, business development, and sales professionals worldwide. Winners are determined by the average score of more than 160 professionals on nine specialized juries.



PowerSchool was the only K-12 Edtech company recognized in the category.

PowerSchool is foundationally committed to providing Equalis Group member Schools/Districts with the support they need to be successful, so **educators and students can thrive**. We will stand by and deliver an ongoing commitment to provide Equalis Group member Schools/Districts with outstanding customer care and professional development/education for staff.

Supporting Equalis Group member Schools/Districts

With a growing team of over 900 Customer Care Team members, PowerSchool is fully committed to meeting the full Services needs of Equalis Group member Schools/Districts. Our long and successful history in education has come by establishing and maintaining positive relationships with state departments of education, school customers, and their agents. To build trusting relationships, we establish clear expectations, maintain open communication, and deliver on time and within budget.

Benefits Include:

- **Local Representatives**—bilingual representatives who are familiar with each state’s requirements and educational processes.
- **Extensive Online Community**—Our interactive online community offers resources, forums, and knowledge articles for all stakeholders, including parents.
- **Parent and Student Support**—With PowerSchool, even parents and students have access to support when they need it.

Support Services—Phone, Chat and Email

Our representatives approach each caller as an individual with specific needs and concerns while addressing each call thoughtfully and efficiently. Users can access support through a variety of convenient avenues.

Phone and Chat Support

PowerSchool offers phone and chat support **Monday – Friday 3 AM – 9 PM PST***. Phone support is also available **Saturday 8 AM – 5 PM PST***.

*excluding US national holidays

Application	Phone Hours	Chat Hours
PowerSchool SIS	Monday-Friday 3:00 AM-9:00 PM PST, Saturday 8:00 AM-5:00 PM PST	M-F, 3AM – 9PM PT
Enrollment	Monday- Friday 5:00 AM-2:00 PM PST	M-F, 4AM – 2PM PT
Ecollect Forms	Monday - Friday 5:00 AM – 2:00 PM PST	M-F, 9AM – 5PM ET
Unified Classroom	Monday-Friday 4:00 AM-9:00 PM PST	M-F, 5AM – 5PM PT
eSchoolPLUS	Monday - Friday 8:00 AM – 5:00 PM Customer's local time	M-F, 7:30AM – 8PM ET
Performance Matters Assessment and Analytics	Monday-Friday 4:00 AM-5:00 PM PST	M-F 4AM – 2:30PM PT
Unified Talent	Monday - Friday 5:00 AM - 5:00 PM PST (8:00 AM – 8:00 PM EST)	

Unified Insights	Monday - Friday 4:00 AM - 5:00 PM PST	M-F, 5AM – 5PM PT
Special Programs	Monday - Friday 4:00 AM - 5:00 PM PST	M-F, 4AM – 5PM PT
BusinessPLUS	Monday - Friday 8:00 AM – 5:00 PM Customer's local time	M-F, 5AM – 5PM PT
eFinancePLUS	Monday - Friday 8:00 AM – 5:00 PM Customer's local time	M-F, 8AM – 8PM ET

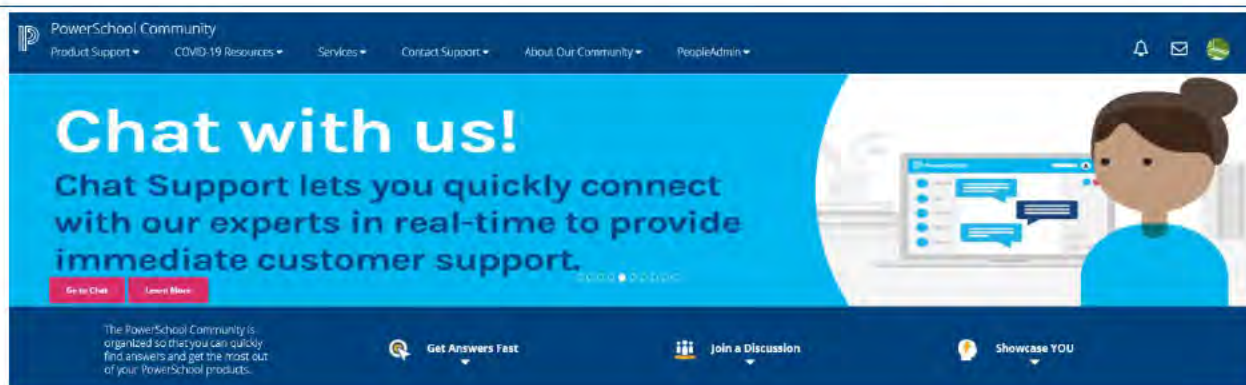
Online Help

PowerSchool Help is available for all users online, any time, and at the click of a button, online help is configurable to include district specific processes, policies, and procedures; task guides and breakdowns, videos, and short Mastery-in-Minutes are a few of the methods available through the Help link available in all portals and pages; PowerSchool Community and PowerSource are PowerSchool's online community forums for user guides, discussion forums, and community exchange of questions, best practices, and tips to build your network and collaborate with the largest educational technology community in K-12.

PowerSchool Community and Knowledgebase

Unlike traditional websites that only allow users to receive information, PowerSchool Community allows all users to access, participate in and contribute to the worldwide PowerSchool Community.

- Redacted



Support Structure

PowerSchool Application Support employs a tiered structure. Each level is defined as follows and includes support for English, Spanish, and French languages.

Support Tier	Description
Redacted	

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
- Submit a Case through email
- Open a Case through telephone (866-434-6276 / 916-288-1881)
- Open a Case through chat

Response Time

PowerSchool agrees to provide prompt service for all requests. We will work with Equalis Group member Schools/Districts to ensure their service support needs are met in a timely manner. Our world-class, professional Technical Support team provides expert advice on best practices, assistance with technical issues, and help with your solution.

With respect to software maintenance and technical support service level performance, PowerSchool has historical trends which are used to inform our performance and establish hiring needs. These trends include:

- Redacted

Response times will vary based on call load and time of the school year.

PowerSchool's 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.

INDUSTRY STANDARD

PowerSchool maintains a Net Promoter score of 50+, an industry standard indicator of how likely users are to recommend our platform to others. Industry leaders like Apple and Amazon would be in the 70-80 range. A score of above 50 is considered excellent.

Support Type	Response Time
	Redacted

Issue Priority Definitions

Priority	Description
	<ul style="list-style-type: none"> Redacted
	<ul style="list-style-type: none">
	<ul style="list-style-type: none">
	<ul style="list-style-type: none">

Response Targets

PowerSchool 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.

Severity	Targeted Response Time
Redacted	

Educational Impact Consulting

Designed for your unique PowerSchool needs.

Educational Impact Consulting is available to partner your district administrators with a consultant savvy in the product, educational practices, and adoption practices. These services provide a highly variable and flexible consulting solution designed for your unique PowerSchool needs.

Educational Impact Consulting focuses on the topics that are most important and needed by district administrators.

Designed for customers at any stage in their life cycle, you will be assigned an expert PowerSchool consultant who will serve as a trusted advisor. Purchased hours are valid for 12 months and you drive what they are used for. Educational Impact Consulting primarily assists in these two areas: **Best Practices** and **Adoption**.

Topics Include:

- Business Process Review
- Stakeholder Buy-in
- Best Practices
- Specific Topics Demonstrations
- Platform Consulting
- Question and Answer

EXAMPLES OF FOCUSED TOPICS



Data Reporting



Workspace Management



Adoption Questions



Best Practices and Initiatives

To learn more, contact your PowerSchool Account Representative or call (877) 873-1550

ATTACHMENT C: REQUIRED BIDDER INFORMATION & CERTIFICATIONS

Purpose of this Attachment C: CCOG requires the following information about Bidders who submit proposals in response to any CCOG request for proposal (“RFP”) in order to facilitate the execution of the master group purchasing agreement (“Master Agreement”) with the winning supplier (“Winning Supplier”). CCOG reserves the right to reject a Bidder’s proposal if a Bidder fails to provide this information fully, accurately, and by the deadline set by CCOG in **RFP Section 1.3 – Anticipated Procurement Timetable**. Further, some of this information (as identified below) **must** be provided in order for CCOG to accept and consider a Bidder’s proposal. **Failure to provide such required information may result in a Bidder’s proposal being deemed nonresponsive to this RFP.**

Instructions: provide the following information about the Bidder. Bidders may a) complete this document in Microsoft Word by completing the form fields, print this attachment, and sign it in the designated signature areas, b) complete this document using the form fields, print to .pdf, and provide certified electronic signatures in the designated signature areas, or c) print this attachment, complete it, and sign it in the designated signature areas. It is mandatory that the information provided is certified with an original signature (in **blue ink**, please) or signed using a certified electronic signature by a person with sufficient authority and/or authorization to represent Bidder. Bidders are to provide the completed and signed information and certifications to CCOG as described in **RFP Section 4.2 – Format for Organization of the Proposal**.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Bidders must provide all the information outlined below.

1. Equalis Group RFP Name: COG-2121 - Education Administration and Management Technology Solutions	
2. Bidder Name: PowerSchool Group LLC <i>(legal name of the entity responding to RFP)</i>	3. Bidder Federal Tax ID # or Social Security #: 47-4429364
4. Bidder Corporate Address: 150 Parkshore Drive Folsom, CA 95630	5. Bidder Remittance Address <i>(or "same" if same as Item #5):</i> PO Box 398408 San Francisco, CA 94139-8408

6. Print or type information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:

Bidder Representative: Joseph Ayala
Representative's Title: Director Bids & Proposals
Address 1: 150 Parkshore Drive
Address 2: Street Address 2
City, State Zip: Folsom, CA 95630
Phone #: (916) 461-3411
Fax #: (916) 596-0950
E-Mail Address: joeph.ayala@powerschool.com

7. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in #7, provide the following information on each such representative and specify their function):


Bidder Representative: Eric Shander
Representative's Title: Chief Financial Officer
Address 1: 150 Parkshore Drive
Address 2: Street Address 2
City, State Zip: Folsom, CA 95630
Phone #: (916) 467-5215
Fax #: (916) 596-0950
E-Mail Address: pssrpf@powerschool.com

8. Is this Bidder an Ohio certified Minority Business Enterprise ("MBE")? Yes ☐ No ☒


If yes, attach a copy of current certification to your proposal as an appendix in the third section of your proposal.

9. Mandatory Supplier Certifications:

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the four statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

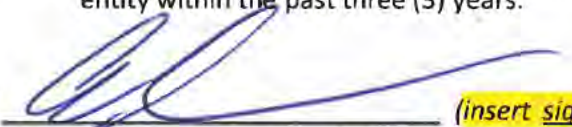
I,  (insert signature of representative shown in Item #7 above), hereby certify and affirm that **PowerSchool Group LLC** (insert Bidder name as shown in Item #3 above), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND


I,  (insert signature of representative shown in Item #7 above), hereby certify and affirm that **PowerSchool Group LLC** (insert Bidder name as shown in Item #3 above), is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (as opposed to a record keeping or administrative standard) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I,  (insert signature of representative shown in Item #7 above) hereby certify and affirm that **PowerSchool Group LLC** (insert Bidder name as shown in Item #3 above), is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I,  (insert signature of representative shown in Item #7 above) hereby certify and affirm that **PowerSchool Group LLC** (insert Bidder name as shown in Item #3, above), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

10. Supplemental Bidder Contract and Equal Employment Opportunity Information:

- A. Provide data on Bidder employees both nationwide (inclusive of Ohio staff) and the number of Ohio employees:

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	<u>2,499</u>	<u>Information not available</u>
% of those who are Women:	<u>40%</u>	<u>Information not available</u>
% of those who are Minorities:	<u>11.72%</u>	<u>Information not available</u>

- B. If you are selected as the Winning Supplier and this RFP involves the provision of services to Equalis Group Members, will you subcontract any part of the work?

- ☒ NO -or-
- ☐ YES, but for less than 50% of the work -or-
- ☐ YES, for 50% or more of the work

- C. If any part of your proposal would be performed by any subcontractors, provide the following information on each subcontractor (additional pages may be added as needed):

Subcontractor Name:

Street Address 1: Street Address 1

Street Address 2: Street Address 2

City, State Zip: City, State Zip

Work to be Performed: Description of Work

Estimated percentage of total proposal to be performed by subcontractors: 0 %
 (Do NOT show dollar amounts here; show % of WORK sub-contractors will perform/provide).
 Define the part of the work that will be performed by each subcontractor.

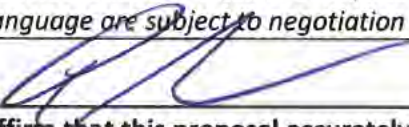
Subcontractor's employee information (attach additional pages if needed):

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	<u> </u>	<u> </u>
% of those who are Women:	<u> </u>	<u> </u>
% of those who are Minorities:	<u> </u>	<u> </u>

11. Bidder has reviewed the Model Master Agreement attached to the RFP as **Attachment E**, and if awarded a contract, ☐ Bidder will not (or) ☒ Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by CCOG and Equalis Group, LLC. (All requested changes to Model Master Agreement contract language are subject to negotiation and CCOG and Equalis Group, LLC approval.)

12. Bidder has reviewed the Model Administration Agreement attached to the RFP as **Attachment E**, and if awarded a contract, ☐ Bidder will not (or) ☒ Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for

consideration by Equalis Group, LLC. (All requested changes to Model Administration Agreement contract language are subject to negotiation and Equalis Group, LLC approval.)

13. I  (insert signature of representative shown in Item #7 above) hereby affirm that this proposal accurately represents the capabilities and qualifications of **PowerSchool Group LLC** (insert Bidder name as shown in item #3, above), and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)

14. Additional Documents:

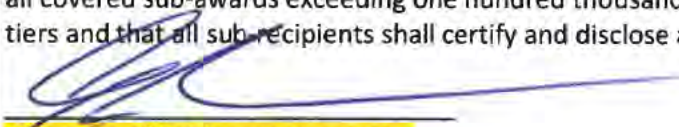
CCOG makes every attempt to meet the varying legal requirements of public agencies across the country. The documents included in this section are intended to give our contracts the broadest geographic reach by meeting the procurement requirements of other states outside of Ohio.

14.1. Lobbying Certification

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

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.


Signature of Bidder representative

14.2. Boycott Certification

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with

a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.


Signature of Bidder representative

14.3. Federal Funds Certification Form (EDGAR)

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.


For each of the items below, respondent should certify bidder's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a respondent fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

14.3.1. Supplier Partner Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Supplier Partner agree? Yes 
(Initials of Authorized Representative)

14.3.2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a

purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Supplier Partner agree? No

(Initials of Authorized Representative)

14.3.3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Supplier Partner agree? Yes


(Initials of Authorized Representative)

14.3.4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is 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, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 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 Supplier Partner 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.

Does Supplier Partner agree? Yes 

(Initials of Authorized Representative)

14.3.5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 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.


Does Supplier Partner agree? Yes 

(Initials of Authorized Representative)

14.3.6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 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.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Supplier Partner agree? No 

(Initials of Authorized Representative)

14.3.7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Supplier Partner agree? Yes 

(Initials of Authorized Representative)

14.3.8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 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.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Supplier Partner agree? Yes AL
(Initials of Authorized Representative)

14.3.9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Supplier Partner agree? Yes AL
(Initials of Authorized Representative)

14.3.10. Procurement of Recovered Materials


For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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.

Does Supplier Partner agree? Yes AL
(Initials of Authorized Representative)

14.3.11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When

required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Supplier Partner agree? Yes 

(Initials of Authorized Representative)

14.3.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

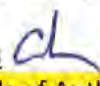
Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Supplier Partner agree? Yes 

(Initials of Authorized Representative)

14.3.13. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Supplier Partner agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Supplier Partner agree? Yes 

(Initials of Authorized Representative)

14.3.14. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Supplier Partner agree? Yes 

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

PowerSchool Group LLC

Bidder Name


Signature of Authorized Company Official

Eric Shander

Printed Name

Chief Financial Officer

Title

June 16, 2021

Date

15. Required Documents for Supplier Partners Intending to Do Business in New Jersey

15.1. Ownership Disclosure Form

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), Bidder shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Bidder Name: PowerSchool Group LLC

Street Address: 150 Parkshore Drive

City, State Zip: Folsom, CA 95630

Complete as appropriate:

I Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I Click or tap here to enter text., a partner in Click or tap here to enter text., do hereby certify that the following is a list of all individual partners who own a 10 percent (10%) or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I **Eric Shander**, an authorized representative of **PowerSchool Group LLC**, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of the corporation's stock or the individual partners owning a 10 percent (10%) or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

NAME	ADDRESS	% INTEREST
None	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.


 _____ Chief Financial Officer
Authorized Signature and Title

June 16, 2021

Date

15.2. Non-Collusion Affidavit (to be completed and included with each proposal submitted to Members in NJ)

Bidder Name: PowerSchool Group LLC

Street Address: 150 Parkshore Drive

City, State Zip: Folsom, CA 95630

State of New Jersey

County of Customer County

I, Eric Shander of the Folsom in the County of Sacramento, State of California of full age, being duly sworn according to law on my oath depose and say that:

I am the Chief Financial Officer of the firm of PowerSchool Group LLC, the Bidder making the proposal for the goods, services, or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Customer Name relies upon the truth of the statements

contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services, or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

PowerSchool Group LLC

Authorized Signature

Chief Financial Officer

Subscribed and sworn before me

this _____ day of _____, 20____

*SEE ATTACHED FOR
CALIFORNIA JURAT

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

**15.3. Affirmative Action Affidavit
(P.L. 1975, C.127)**

Bidder Name: PowerSchool Group LLC

Street Address: 150 Parkshore Drive

City, State Zip: Folsom, CA 95630r

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Supplier Partners must submit with proposal:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photocopy of their Certificate of Employee Information Report

OR

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF SACRAMENTO

Subscribed and sworn to (or affirmed) before me on this 16TH day of JUNE, 2021
Date Month Year

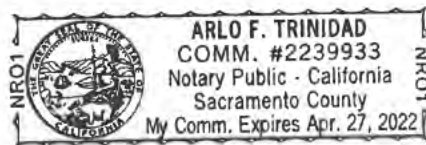
by ERIC RYAN SHANDER

Name of Signers

proved to me on the basis of satisfactory evidence to be the person~~s~~ who appeared before me.

Signature: _____

Signature of Notary Public



Seal

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: NON-COLLUSION AFFIDAVIT

Document Date: _____

Number of Pages: Two

Signer(s) Other Than Named Above: N/A

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over Fifty Thousand Dollars (\$50,000) Total Project Cost:

Check One –

☐ No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Customer Name, or

☒ Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

PowerSchool Group LLC

Authorized Signature

Chief Financial Officer

June 16, 2021

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL & SERVICE CONTRACTS

During the performance of this contract, the Supplier Partner agrees as follows:

The Supplier Partner or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Supplier Partner will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Supplier Partner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The Supplier Partner or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the Supplier Partner, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The Supplier Partner or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Supplier Partner's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Supplier Partner or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Supplier Partner or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The Supplier Partner or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Supplier Partner or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Supplier Partner or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Supplier Partner and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

A handwritten signature in blue ink, appearing to be 'J. P. ...', written over a horizontal line.

Signature of Procurement Agent

15.4. Political Contribution Disclosure Form

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to Supplier**

Partners. What follows are instructions on the use of form local units can provide to Supplier Partners that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of seventeen thousand five hundred dollars (\$17,500) that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some Supplier Partner submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the Supplier Partner and** on file at least ten (10) days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The Supplier Partner must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that Supplier Partners be provided a list of the affected agencies. This will assist Supplier Partners in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time, as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some Supplier Partners may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used "as-is", subject to edits as described herein.
 - e) The "Supplier Partner Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the Supplier Partner also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that Supplier Partner did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the twelve (12) months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Supplier Partner Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Supplier Partner Instructions

Supplier Partners receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-

20.26). This law provides that ten (10) days prior to the award of such a contract, the Supplier Partner shall disclose contributions to:

- 1) any State, county, or municipal committee of a political party,
- 2) any legislative leadership committee^{*},
- 3) any continuing political committee (a.k.a., political action committee),
- 4) any candidate committee of a candidate for, or holder of, an elective office:
 - a) of the public entity awarding the contract,
 - b) of that county in which that public entity is located,
 - c) of another public entity within that county,
 - d) or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed three hundred dollars (\$300) per election cycle that were made during the twelve (12) months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- 1) individuals with an "interest" ownership or control of more than ten percent (10%) of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit,
- 2) all principals, partners, officers, or directors of the business entity or their spouses,
- 3) any subsidiaries directly or indirectly controlled by the business entity,
- 4) IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the Supplier Partner in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the Supplier Partner's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the Supplier Partner's submission and is disclosable to the public under the Open Public Records Act. The Supplier Partner must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹ N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than ten (10) days prior to the award of the contract.

Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

15.5. Stockholder Disclosure Form

Name of Business: PowerSchool Group LLC

☐ I certify that the list below contains the names and home addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns ten percent (10%) or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

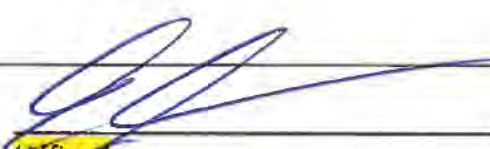
☒ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: N/A Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Subscribed and sworn before me this ____ day of _____, 2 ____.</p> <p>(Notary Public)</p> <p>My Commission expires: _____</p> </div> <div style="width: 50%; text-align: center;">  <div style="background-color: yellow; display: inline-block; padding: 2px;">(Affiant)</div> Eric Shander Chief Financial Officer _____ (Print name & title of affiant) (Corporate Seal) </div> </div> <div style="margin-top: 10px; color: blue; font-style: italic;"> <p>*SEE ATTACHED FOR CALIFORNIA JURAT</p> </div>	

16. Required Documents for Supplier Partners Intending to Do Business in Arizona

16.1. Arizona Supplier Partner Requirements

AZ Compliance with Federal and state requirements. Supplier Partner agrees when working on any federally assisted projects with more than two thousand dollars (\$2,000.00) in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Supplier Partner agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Supplier Partner must retain records for three years to allow the federal grantor agency access to these records, upon demand. Supplier Partner also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, Supplier Partner additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements. Pursuant to ARS 41-4401, Supplier Partner and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF SACRAMENTO }

Subscribed and sworn to (or affirmed) before me on this 16TH day of JUNE, 2021
Date Month Year

by ERIC RYAN SHANDER

Name of Signers

proved to me on the basis of satisfactory evidence to be the person~~s~~ who appeared before me.

Signature: [Signature]
Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: STOCKHOLDER DISCLOSURE FORM

Document Date: _____

Number of Pages: Two

Signer(s) Other Than Named Above: N/A

employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program".

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any Supplier Partner or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Supplier Partner Employee Work Eligibility. By entering into this contract, Supplier Partner agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or Equalis Group members may request verification of compliance from any Supplier Partner or subcontractor performing work under this contract. CCOG and Equalis Group members reserve the right to confirm compliance. In the event that CCOG or Equalis Group members suspect or find that any Supplier Partner or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the Supplier Partner. All cost associated with any legal action will be the responsibility of the Supplier Partner.

AZ Non-Compliance. All federally assisted contracts to members that exceed ten thousand dollars (\$10,000.00) may be terminated by the federal grantee for noncompliance by Supplier Partner. In projects that are not federally funded, respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona). For work to be performed at an Arizona school, Supplier Partner agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Supplier Partner agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Equalis Group member's discretion. Supplier Partner must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments. In accordance with A.R.S. 35-392, CCOG and Equalis Group members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, Supplier Partner warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.


Signature of Authorized Representative

June 16, 2021

In lieu of providing redlines, PowerSchool has provided a separate document attachment entitled PowerSchool Statement of Understanding with regards to Equalis Group Terms and Conditions.

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**"), effective as of **Month Day, Year** (the "**Effective Date**"), is entered into by and between The Cooperative Council of Governments, Inc., an Ohio non-profit corporation organized as a regional council of governments under Chapter 167 of the Ohio Revised Code, with its principal place of business at 6001 Cochran Road, Suite 333, Cleveland, Ohio 44139 ("**CCOG**"), **Winning Supplier**, a **State** corporation with its principal place of business at **street address, City, State Zip** ("**Winning Supplier**"), and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5550 Granite Parkway, Suite 298, Plano, Texas 75024 ("**Equalis**"). Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

Formatted: Highlight

SECTION 1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and established for the purpose of (a) developing and implementing certain sound business practices and processes as shared services to be made available to its members, and (b) serving as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under **Section 501(c)(3)** of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued request for proposal ("**RFP**") **#Number** dated **Month Day, Year** for contracting on behalf of Equalis Group Participants for **definition of products and services solicited in the RFP** ("**Products & Services**") and awarded a contract to Winning Supplier as the lowest responsive and responsible bidder.

H. Winning Supplier desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

I. CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement, **#contract number**.

STATEMENT OF UNDERSTANDING

PowerSchool Group LLC or PowerSchool Group ULC ("**PowerSchool**") welcomes the opportunity to respond to this Proposal as dated on the cover of the Proposal Response. PowerSchool's responses to this Proposal have been prepared in accordance with PowerSchool's understanding of the requirements provided in the Customer Proposal.

This proposal contains confidential information of PowerSchool. Such information is not generally available to the public and disclosure would cause substantial harm to PowerSchool. In consideration of receipt of this response document, Customer agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for the evaluation of its contents.

All information contained in this proposal represents PowerSchool's best estimates. PowerSchool submits this proposal based on the understanding and condition that the Customer and PowerSchool will have the opportunity to mutually discuss, clarify, and agree upon the specific scope of services, deliverables, pricing, schedules, responsibilities allocation, assumptions, and definitive contract terms (including legal terms and conditions) applicable to the services described in this Proposal prior to finalizing the agreement between the parties.

Also included is the standard PowerSchool Master Services Agreement which can be found here: [PowerSchool Main Services Agreement](#) ("PowerSchool Agreement") under which PowerSchool proposes to do business with Customer if awarded this contract. PowerSchool proposes that the Customer, as contracting on behalf of the LEAs within the Customer's State, would deliver the attached Exhibit A to said LEAs, thereby affirming the LEAs agreement to the terms of the PowerSchool Agreement when utilizing the Licensed Product or Services. Except as otherwise expressly provided in a final, definitive written agreement by and between the parties, any other terms or conditions, whether express or implied, including, without limitation to, the terms and conditions provided in the Customer Proposal PowerSchool's response thereto, or any other written or oral communications, are specifically rejected by PowerSchool.

If the Customer and PowerSchool have an existing contractual relationship, PowerSchool is confident that the parties can reach a similar agreement with limited additional negotiations. PowerSchool has a long history of successfully contracting with a wide variety of public and private institutions throughout the world. As is evidenced by PowerSchool's extensive client base, through good faith negotiation, PowerSchool has been able to reach common ground on terms and conditions that address a wide variety of concerns and mandates set forth by the respective institutions. PowerSchool has every confidence that in the instant case, all terms and conditions will be negotiated to the satisfaction of both parties.

In addition to the PowerSchool Agreement, and without limiting its right to negotiate other provisions to which PowerSchool takes exception, PowerSchool specifically responds to the following specific terms (if included) in Customer's Proposal, which PowerSchool takes exception to, adds, or modifies:

Neither PowerSchool or Customer may make any assignment of the resulting agreement or any interest therein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that PowerSchool may assign its rights and obligations under the resulting agreement without the consent of the Customer in the event of a sale, merger, acquisition, and/or transfer of control of all or substantially all assets related to the resulting agreement to ensure that PowerSchool can comply with any and all potential confidentiality terms and/or conditions set forth in said conveyance of PowerSchool.

PowerSchool proposes limiting the indemnification to the extent that losses and/or damages incurred by the Customer are caused by a claim that PowerSchool has infringed upon the

intellectual property of another in providing PowerSchool's products or services to the Customer, as this is typically the primary concern for most of PowerSchool's customers utilizing PowerSchool's products and services.

PowerSchool requests to reserve the right to recover losses resulting from any delay, amendment, modification, breach, and/or termination of the Agreement by the Customer, and as such, Customer may not be subject to a provision that limits Customer's ultimate liability under the Agreement.

If the Proposal includes a cooperative purchasing option, PowerSchool does not typically agree to this option, the disclosure of the pricing of any other customer, and/or guarantee a pricing model that will equate to any other PowerSchool customer. While PowerSchool welcomes the opportunity to do business under a resulting contract with other eligible entities, the pricing included in this proposal will be subject to change based on each entity's unique circumstances, including but not limited to, enrollment, complexity of implementation, and or additional services required.

PowerSchool's products and services are based on a model that works best when utilized throughout the entire year, and as a result, PowerSchool does not agree to allow the Customer to terminate this agreement for any reason/at any time. PowerSchool requests that the Customer consider the right to terminate for cause an equitable solution.

PowerSchool is a private company and as such does not disclose information related to litigation history. Additionally, and for various reasons, including the existence of confidentiality obligations and related concerns, PowerSchool does not disclose the specifics of any particular dispute as a matter of policy. However, there is no dispute or legal action currently outstanding that, in PowerSchool's opinion, would materially impact PowerSchool's ability to fulfil any of PowerSchool's present or anticipated contractual obligations with respect to the products and services proposed in PowerSchool's bid.

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. As a private corporation, PowerSchool's financials are confidential. We have included a Non-Disclosure Agreement (NDA) with this response and can release certain financial information upon execution. Please sign and email the NDA to the Proposals Department at pssrpf@powerschool.com. We will return a fully executed copy of the NDA along with certain financial information.

PowerSchool maintains a comprehensive insurance program and can generally meet the listed requirements; however, there may be certain aspects of the insurance clause that would need to be negotiated as part of the final contract.

PowerSchool is willing to negotiate a warranty provision under which PowerSchool will warrant that any product licensed to the Customer will operate in substantial conformance with the standard application documentation and any mutually agreed upon functionality requirements contained in a resulting contract. PowerSchool disclaims any warranties not expressly granted in the resulting agreement between PowerSchool and Customer as mutually agreed upon at that time.

The prices proposed are effective for the duration stated in the Quote document included with the submission.

Please note that references by PowerSchool to enhancements, improvements, new releases, or other functional and/or technical items that are not available in general release as of the date of this proposal ("**Future Functionality**") do not represent commitments on the part of PowerSchool that it will develop or deliver any such items. Accordingly, PowerSchool does not include in its agreements with customers any commitments or obligations relating to the development or delivery of specific Future Functionality.