

## RFP 23-73611 CLARIFICATIONS

### INSTRUCTIONS

Please supply requested information in the blue-shaded areas and indicate any attachments that have been included. Where appropriate, supporting documentation may be referenced by specific page and/or paragraph number(s).

**If any of this response contains confidential information, as defined by IC 5-14-3, provide a separate redacted (for public release) version of this document. Specify which statutory exception of APRA applies and provide a description explaining the manner in which the statutory exception to the APRA applies.**

**RESPONDENT NAME: POWERSCHOOL**

ATTACHMENT	CLARIFICATION QUESTION	RESPONDENT RESPONSE
PowerSchool Executive Summary	<p>Page 7 states: “<i>PowerSchool proposes that Customer consider that because the PowerSchool Agreement has been drafted specifically for use with PowerSchool products and services, it is better suited to operate as the Customer’s agreement with PowerSchool, rather than the Customer’s standard agreement.</i>” This is not acceptable to the State. Per Section 2.3.6, it is the State’s expectation that the final contract will be substantially similar to the sample contract provided in Attachment B. This is further emphasized in Clause #35 Order of Precedence.</p> <p>Please confirm your acceptance the State’s sample contract, Attachment B will be the preceding operating agreement.</p>	<p>PowerSchool agrees to have the State contract as the primary document in the agreement, but requests that the PowerSchool Main Services Agreement (the “MSA”) be incorporated. Please note, in the event of conflict, the agreed-upon State contract shall control and take precedence over the MSA.</p>
Attachment B – Mandatory Clauses	<p>The suggested changes to mandatory clauses are not acceptable to the State per Section 2.3.6 of the RFP. Please confirm your willingness to leave the following mandatory clauses as-is, without edit or modification:</p> <ul style="list-style-type: none"><li>• Authority to Bind Contractor</li><li>• Compliance with Laws</li><li>• Drug-Free Workplace Certification</li><li>• Employment Eligibility Verification (E-Verify)</li><li>• Funding Cancellation</li></ul>	<ul style="list-style-type: none"><li>• Authority to Bind Contractor – Agree</li><li>• Compliance with Laws – Agree</li><li>• Drug-Free Workplace Certification – Agree</li><li>• Employment Eligibility Verification (E-Verify) – Agree</li><li>• Funding Cancellation – Agree</li><li>• Governing Law – Agree</li><li>• Indemnification – Agree</li><li>• Information Technology Enterprise Architecture Requirements – Agree</li></ul>

**RFP 23-73611 CLARIFICATIONS**

ATTACHMENT	CLARIFICATION QUESTION	RESPONDENT RESPONSE
	<ul style="list-style-type: none"><li>• Governing Law</li><li>• Indemnification</li><li>• Information Technology Enterprise Architecture Requirements</li><li>• Nondiscrimination Clause</li><li>• Penalties/Interest/Attorney's Fees</li><li>• Termination for Convenience</li><li>• Non-Collusion and Acceptance</li></ul> <p>Failure to agree to leave these mandatory clauses as-is, without edit or modification may result in disqualification.</p>	<ul style="list-style-type: none"><li>• Nondiscrimination Clause – Agree</li><li>• Penalties/Interest/Attorney's Fees – Agree</li><li>• Termination for Convenience – Agree, but would ask that the State consider Termination for Convenience to be effective at the end of the current applicable annual term and/or payments not be refunded in the event of Termination for Convenience.</li><li>• Non-Collusion and Acceptance – Agree</li></ul>