

Board Office Use: Legislative File Info.	
File ID Number	16-2519
Introduction Date	12-14-16
Enactment Number	16-1922
Enactment Date	12-14-16 <i>ff</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent  
Tara Gard, Interim Deputy Chief Talent Officer

**Board Meeting Date** 12-14-16

**Subject** **Service Agreement – People Admin, Inc. – Talent Division 944**

**Action Requested** Ratification by the Board of Education of a yearly Service Agreement between the District and People Admin, Inc., Austin, TX, for the latter to provide Application and Interview Management, Online Reference Checks and Job Listings, Candidate Self-Service, Advanced Analytics and Reporting and Job Fair Tracking, via the Talent Department, for the period of November 10, 2016 through November 9, 2017.

**Background**  
*A one paragraph explanation of the the MOU.*

The Agreement for services needed to make our recruitment process more effective by providing high level applicant tracking services that are cloud-based, optimizing our talent management.

**Discussion**  
*One paragraph summary of the MOU.*

People Admin, Inc., to provide an applicant tracking process; their services include:

- Application and Interview Management
- Online Reference Checks and Job Listings
- Candidate Self-Service
- Advanced Analytics and Reporting
- Job Fair Tracking

**Recommendation**

Ratification by the Board of Education of a yearly Service Agreement between the District and People Admin, Inc., Austin, TX, for the latter to provide Application and Interview Management, Online Reference Checks and Job Listings, Candidate Self-Service, Advanced Analytics and Reporting and Job Fair Tracking, via the Talent Department, for the period of November 10, 2016 through November 9, 2017.

**Fiscal Impact**

Funding resource General Purpose not to exceed \$87,393.80

**Attachments**

- Service Agreement, including scope of work
- SAM.gov
- Insurance Certification



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With Every Consent Agenda Contract.**

**Legislative File ID No.** 16-2519

**Department:** Talent Division

**Vendor Name:** People Admin, Inc.

**Contract Term:** Start Date: 11/10/2016 End Date: 11/9/2017

**Annual Cost:** \$ 87,393.80

**Approved by:** Vernon Hal

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

We reviewed a number of different companies and determined that this company was the best fit for our need.

**Summarize the services this Vendor will be providing.**

This vendor handles every step of the applicant tracking process — from job posting to hiring — in an intuitive, easy-to-use online package, customizing our applications and molding interview questionnaires specific to our needs,; they then automate notifications and reference checks. Their services include application and interview management, online reference check and job listings, candidate self-service as well as advanced analytics and reporting and job fair tracking to help us get the most from our recruiting efforts.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

We reviewed charges for similar services and determined that the requested price for the services provided was appropriate.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

STATEMENT OF WORK

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**PeopleAdmin**  
Better Talent. Better Future.



Statement of Work

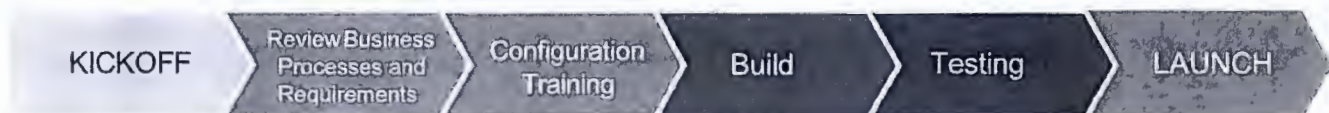
# PeopleAdmin

## IMPLEMENTATION OVERVIEW

PeopleAdmin is the leading provider of cloud-based talent management solutions for education and government. Our implementation philosophy draws on over 15 years of experience in educational institutions and leverages a consultative, hands-on approach to ensure your success.

Our implementation process focuses on accommodating your institution's unique needs, sharing the tools and techniques required to best configure your solution, and helping your team build confidence around managing your electronic talent management processes on Day 1 and beyond.

Thank you for partnering with PeopleAdmin to find, hire and develop the best faculty and staff for your institution. The journey to optimize your institution's talent management starts here.



### Project Overview

This document provides an overview and outline of the **Full Service Implementation for Records Professional** and the **Guided Implementation for Recruit and Hire Professional** that will be delivered over the next few weeks as a joint effort of representatives from PeopleAdmin and your institution.

Your success is our priority. Paired with your Customer Success Consultant (CSC), we will tailor your implementation experience to what matters most to you, ensuring your organization is set up for long-term success. You can expect your experience to follow the general progression outlined below, flowing through five primary phases:

## Statement of Work

### Phase 1: Discovery

After reviewing your processes and workflows, you'll dive into the capabilities of the system, outline your expectations and goals, and develop a comprehensive configuration plan.

### Phase 2: Training

Focused on your processes, this phase includes hands-on, experiential training designed to work through the tasks and projects that matter to you.

### Phase 3: Build

Your CSC will configure your checklists and forms for **Records** and teach you how to configure **Recruit & Hire** while also providing you with the tools needed to grow in the future.

### Phase 4: Testing

Test your readiness for go-live with your CSC by your side; you'll finalize training and testing to make sure everything is ready for the upcoming launch of your **Records Professional** and **Recruit & Hire** solution.

### Phase 5: Launch

Your institution will go live with **Records Professional** and **Recruit & Hire**! Complete the final change management activities with guidance from your CSC, confident in your abilities to configure and manage your solution.

## Our Commitments to You

To ensure your implementation goes as smoothly as expected and meets your expectations, PeopleAdmin commits to the following deliverables:

1. Pair you with a dedicated Customer Success Consultant, who will serve as your primary point of contact and manage your implementation from start to finish.
2. Guide an evaluation of your process and the capabilities of **Records Professional** and **Recruit & Hire**, and develop a tailored implementation plan designed to address your goals.
3. Deliver training to ensure you can configure, test and use the components of **Records Professional** and **Recruit & Hire**.
4. Configure your **Records Professional** system to ensure it meets your goals and process:
  - a. A maximum of 6 Checklists (i.e. Onboard, Exit, Etc.)
    1. A maximum 50 E-Forms distributed across checklists and blank docs.



## Statement of Work

2. Unlimited Tasks to complete the process
    3. Unlimited Notifications to meet the needs of your process
    4. The workflow for each of your e-Forms with up to 5 total conditional
  - b. A maximum of 20 Groups
  - c. Complete one data load for all of your organization's users
  - d. A maximum of 10 Contracts
5. Ensure you are familiar with all available prebuilt e-Forms. Examples include the I9 and W-4 onboarding forms, exit survey, FMLA requests, and change management documents.
6. Deliver training to ensure you can configure, test and use the following components of the **Recruit and Hire Professional**:
- a. Requisition Forms
  - b. Requisition Workflows
  - c. Job Posting Form
  - d. Job Templates Bank
  - e. Applications
  - f. Reference Check Forms
  - g. Interview Survey
  - h. Hire Form
  - i. Candidate Facing Page
  - j. Calendar Integration (iCal, Google, Outlook)
  - k. Applicant Review Tools
  - l. Users
  - m. User Security
  - n. Notifications
7. Ensure you are familiar with all available prebuilt information and configurations.
8. Ensure your end users are ready to use the system.
- a. **1 Onsite Hiring Manager Training** with Consultant
    - a. The institution can have up to 3 two hour training sessions for 2 consecutive days.
  - b. Your consultant will work with you to develop the training plan.
  - c. You must be present for all training sessions with your consultant to field institution specific questions about your process that the hiring managers may have.
9. Provide best practice recommendations for:
- a. Using and maintaining the solution
  - b. Change management and launch of the solution within your institution
  - c. Training your end users

## Statement of Work

### Your Commitments to the Project

As our customer partner, you play an important role in ensuring implementation success. To ensure an effective implementation of your solution, we ask for you to make the following commitments:

1. Identify a dedicated project owner who will serve as your primary point of contact to the PeopleAdmin team for the duration of the project.
  - a. This individual should be familiar with your institution's onboarding process and applicant tracking process plus all workflows you intend to automate with your **Records Professional & Recruit & Hire solution**.
  - b. For the duration of the project, this individual should expect to dedicate an average of 3-10 hours per week to implementation-related meetings, training, configuration and preparations, online and onsite. The majority of the work will be completed onsite.
  - c. This individual ideally has decision-making authority related to the implementation.
  - d. This individual should select a colleague to attend all the trainings so there will be two experts at your institution.
2. As applicable, provide copies of documents and outline the process you plan to automate with the **Records Professional** and **Recruit & Hire solution** during the project kick-off meeting.
3. Attend all training sessions and meetings, and complete homework as assigned.



# Statement of Work

## Terms and Conditions

This Statement of Work ("SOW"), dated and effective as of 11/10/16, is made pursuant to the Service Agreement ("Agreement") between PeopleAdmin, Inc. ("PeopleAdmin") and Oakland Unified School District ("Client"). The terms and provisions of the Agreement are incorporated by reference in this SOW and, unless otherwise stated herein, all capitalized terms used within and not otherwise defined shall have the meaning assigned in the Agreement or the SOW.

PeopleAdmin shall provide the services as outlined in this SOW for Client's implementation of subscribed PeopleAdmin SaaS services as defined in Agreement.

PeopleAdmin will implement the solution purchased in its entirety with resources allocated to the project as applicable based on the Service purchased. If the client requests to not implement a specific module of the Service during the approved implementation schedule, the client will be billed an additional implementation fee for the separate module implementation at a later date.

A request to delay the implementation project or a stage of the implementation project may result in the release of resources previously dedicated to the project. Any delay that causes work to be scheduled beyond the Target Completion Date will result in additional charges on a time and material basis for the work scheduled beyond the Target Completion date and require a Change Order. If the client requests to revisit a stage of the implementation project that has been completed and approved, the client will be charged time and material for the additional work requested.

If Client requests to postpone the scheduled go-live date for their PeopleAdmin system during the project completion phase of the Project more than 30 days from the previously approved date, a restart fee of 10% of the original implementation fee will be billed to Client for resource reallocation to support the new Service go-live date.

Client will be required to repurchase the Service if Client requests a delay beyond one calendar year from the start date of the Service.

The start date of the project ("Start Date") will be defined as the date of the project kick-off meeting.

The target completion date for this project ("Target Completion Date") will be defined as the day, 110 business days after the Start Date.

Should additional services be required beyond the scope established in this statement of work, a change order or new statement of work will be required. These services may be billed at a time and material rate of \$150 per hour.

### AGREED TO AND EXECUTED BY CLIENT'S AUTHORIZED REPRESENTATIVE

Client Representative Name and Title Vernon Hall Senior Business Officer

Client Representative Signature [Signature] Date 11/10/16

OAKLAND UNIFIED SCHOOL DISTRICT  
OFFICE OF LEGAL COUNSEL  
APPROVED FOR FORM & SUBSTANCE  
By: [Signature]  
Attorney



## Order Form

Order Number: 2016-08991  
 Quote Expiration Date: 11/18/2016  
 Contract Term (Months): 60

Presented To:  
 Tara Gard

### Subscription Products

Product Name	Annual Subscription Fee
TalentEd Records - Professional Edition	\$38,318.00
TalentEd Recruit & Hire - Professional Edition	\$15,493.80
TalentEd Sync - Records Professional	\$5,712.00
External Authentication - LDAP - Integration	\$250.00
<b>Total Annual Subscription</b>	<b>\$59,773.80</b>

### Services and Training

Product Name	Quantity	One Time Fee
Hiring Manager Training TalentEd Recruit & Hire: Onsite	160	\$6,470.00
Smart Start Full Service Implementation for TalentEd Records Professional: Onsite	46,000	\$13,200.00
Smart Start Guided Implementation for TalentEd Recruit & Hire Professional: Onsite	46,000	\$6,450.00
TalentEd Sync - Setup Fees - Records Professional	1	\$0.00
External Authentication - LDAP Setup Fees	1	\$1,500.00
<b>Total Sales Price</b>		<b>\$27,620.00</b>
<b>Total</b>		<b>\$87,393.80</b>

**Terms and Conditions:**

Services are subject to the terms of the Master Services Agreement located at <https://www.peopleadmin.com/terms-and-conditions/>.

The term of the Agreement is for 60 months and will automatically renew for successive 12 month terms.

Product start date will be based on date of execution of this Order Form.

All fees are due within 30 days of execution of this Order Form. Subsequent Service Fees for any Renewal Term will be due no later than thirty (30) days before the first day of such Renewal Term and are subject to a annual increase.

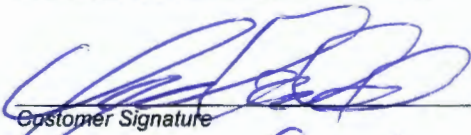
**Add On Orders Only:**

All Subscription Fees for add on orders will be prorated based on the date of execution through the end of the current contract term.

All training services must be completed within three (3) months of purchase.

Except where required by law, the contents of this proposal should not be duplicated, used, or disclosed in whole or in part for any other purpose other than to evaluate this proposal or solicitation without express written permission of PeopleAdmin, Inc.

**Customer:** Oakland Unified School District

  
Customer Signature

Name: Tara Gard

Title: Interim Deputy Chief of Talent

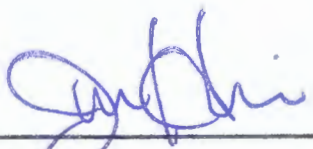
Date: 11/10/16

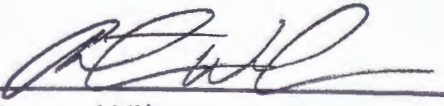
**Contact Information for Accounts Payable/Billing**

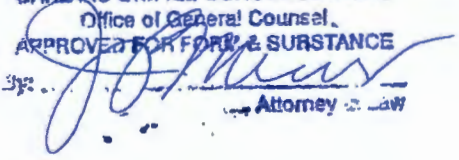
Name: Angelica Ochoa

Email: angelica.ochoa@ousd.org

Phone: 510-879-0169

  
James Harris  
President, Board of Education

  
Antwan Wilson  
Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE  
  
Attorney at Law

File ID Number: 16-2519  
Introduction Date: 12-14-16  
Enactment Number: 16-1922  
Enactment Date: 12-14-16  
By: \_\_\_\_\_



# Terms & conditions

This Master Services Agreement ("Agreement") is made and entered into by and between PeopleAdmin, Inc. ("Company") a Delaware corporation, and Customer (as identified on the applicable Order Form). PeopleAdmin offers access to its system which assists Customer in automating certain human resources administrative tasks (the "System"). The PeopleAdmin System is offered as a software as a service (SaaS) which is centrally hosted by PeopleAdmin and accessed by the Customer remotely via the web.

**1. Services.** During the term of this agreement, provided timely payment of the applicable fees, Company shall (i) provide Customer access to the System modules listed on any applicable Order Form (SaaS Services), along with associated Support Services and (ii) perform any professional services, including, but not limited to, implementation, training and other consulting services (Professional Services), listed on any applicable Order Form(s) and described in any Statement of Work ("SOW"). SaaS Services, Support Services and Professional Services are referred to herein as the "Services." Customer authorizes Company to provide the Services and agrees to pay the associated fees as set forth in any Order Forms, Exhibits, or SOWs as the parties may agree to from time to time.

**a. SaaS Subscriptions.** Company will provide to Customer access to the System modules listed on any Order Form(s) for the Subscription term indicated therein. Access to the SaaS Services is limited to the version of the System in Company's production environment. Company regularly updates the SaaS Services and reserves the right to add and/or substitute functionally equivalent features from time to time at its sole discretion. Company will provide Customer online access to and use of the SaaS Service via the Internet by use of a Company-approved Customer-provided browser. The Service will be hosted on a server that is maintained by Company or its designated third party supplier or data center.

**2. Affiliates.** "Affiliate" means any entity including, but not limited to, a corporation, company, partnership, LLC/LP or joint venture that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with a party. Control means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, regardless of percentage, by contract or otherwise.

**a. Affiliates of either party may execute an Order Form and/or enter into a SOW under this Agreement. The contracting Affiliate assumes the rights, privileges, protections and responsibilities of the original contracting party under this Agreement with respect to the applicable SOW. The contracting Affiliate, and not the original contracting party, will be solely liable for its obligations (including payment) and liability of any name or nature under the Order Form or SOW. A party will assert any claim arising out of or related to the Order Form or SOW (including, but not limited to,**

execution, inducement to enter into, performance, non-performance, or breach) only against the contracting Affiliate.

**3. Term and Termination.** This Agreement shall be effective for the period of time indicated on the applicable Order Form ("Initial Term") and shall automatically renew for successive one year terms ("Renewal Terms") at the fee then in effect for the option selected by the Customer, unless terminated as set forth herein. The Effective Date for the Initial Term is upon Company's notification to Customer of completion of the implementation of the SaaS Subscription set forth on the Order Form or as otherwise provided on the applicable Order Form. Either party may terminate this Agreement, for any reason, with at least ~~forty-five~~<sup>ninety</sup> (45/90) days' prior written notice to the other party, with such termination to be effective at the end of the then-current term.

**a. Termination for Cause.** Except as otherwise provided herein, either party may terminate this Agreement immediately for any breach that has not been cured within thirty (30) days following receipt of notice from the non-breaching party.

**b. Termination for Funding.** Customer may terminate this Agreement, without penalty, in the event that previously allocated funds for the Services or similar products become unavailable, provided, however, that Customer provides thirty (30) days' prior written notice.

**4. Billing and Payment.** Unless otherwise agreed, fees are due to Company no later than 30 days following the date of execution of the Order Form. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law. If Customer fails to make timely payments of any undisputed fees, Customer shall be in material breach of the Agreement. In the event of such payment breach, Company will be entitled to suspend any or all Services upon 10 days written notice to Customer and/or to modify the payment terms, and to request full payment before any additional performance is rendered by Company. Payment of fees is under no circumstances subject or conditioned by the delivery of future products or functionality not otherwise set forth in the Agreement. PeopleAdmin will submit an invoice for the renewal term's Service Fee, plus the applicable annual fee increase, to Customer at least sixty (60) days before the expiration of the then-current term. If any undisputed fees owed by Customer become more than sixty (60) days past due, Customer's access to the PeopleAdmin System may be interrupted until payment is received.

**a. Taxes.** Unless expressly provided otherwise, the prices in the Agreement do not include taxes. Customer agrees to pay any taxes, other than those based on Company's net income, arising out of the Agreement. If Customer is tax-exempt, Customer agrees to send Company a copy of its tax-exempt certificate upon execution of this Agreement.

**5. Acceptable Use.** Customer is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Customer or by any person or entity Customer permits to access the Services. Customer represents and warrants that it will: (a) not use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate the



violation of any law or regulation; or (ii) will disrupt a third parties' similar use; (b) not violate or tamper with the security of any Company computer equipment or program. Company may terminate the Agreement immediately if Customer fails to adhere to the foregoing acceptable use standards.

a. Customer is solely responsible for obtaining and maintaining at its own expense all equipment needed to access the SaaS Services. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the data it submits to the Services.

b. **No Liability for Customer Procedures.** Company carries out procedures specified solely by Customer, and Company expressly denies all liability for Company's implementation of Customer's procedures including, but not limited to, Customer's hiring and screening criteria and any of Customer's practices that are discriminatory or otherwise in violation of applicable law. Customer is solely responsible for determining the scope and extent of the Services provided by Company, and Customer is entirely responsible for reviewing the Services provided by Company on Customer's behalf to ensure compliance with Customer's procedures. Company makes no attempt to determine or advise as to whether the Customer's procedures comply with any statutory or regulatory requirements, including but not limited to any statutory or regulatory requirements related to hiring, employment, race, color, ancestry, religion, citizenship, gender, sexual orientation, age, marital status, pregnancy, veteran status, national origin, disability, or any federal, state or local statutes governing the employer/employee relationship. To the extent, however, that Customer's procedures or criteria clearly violate any of these laws, PeopleAdmin reserves the right to refuse to implement such procedures or criteria. Company also will not be liable for Customer's failure to comply with applicable laws, regulations, or Customer's own privacy policy (if any) or for loss of data.

c. Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer agrees to immediately notify Company of any unauthorized use of Customer's account or any other breach of security known to Customer. Company shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements.

**6. Warranty and Disclaimer.** Company warrants that the services will be performed in all material respects in accordance with the applicable Proposal, Order Form, or SOW. COMPANY DOES NOT GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT PEOPLEADMIN WILL CORRECT ALL SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. PEOPLEADMIN IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. COMPANY HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR



PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE.

**7. Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID TO PEOPLEADMIN BY CUSTOMER DURING THE PREVIOUS TWELVE (12) MONTHS.

**8. Confidential Information.** "Confidential Information" means any proprietary or confidential information that at the time of disclosure is marked as "proprietary" or "confidential," is reasonably identifiable as the disclosing party's proprietary or confidential information, or should reasonably be considered as proprietary or confidential under the circumstances of disclosure. Confidential Information includes Customer's job applicant information, personnel data, and hiring criteria, Customer's and Company's forms, Company's software used to provide the System, and the terms of this Agreement. Each party agrees that it (i) will not copy or use any of the other party's Confidential Information in any way, except as permitted by this Agreement or as required to achieve the purposes of this Agreement, (ii) will not disclose any of the other party's Confidential Information to any third party, except to that party's attorneys and accountants who need to know such information and who are subject to confidentiality obligations at least as stringent as those in this Agreement, and (iii) will protect the other party's Confidential Information as well as it protects its own information of a similar nature using at least reasonable care. The receiving party may disclose the Confidential Information of the disclosing party in response to a valid court order, law, or other governmental action, provided that, to the extent permitted by law, (i) the disclosing party is notified in writing before disclosure of the information and given a reasonable opportunity to obtain a protective order, and (ii) the receiving party assists the disclosing party, at the disclosing party's expense, in any attempt to limit or prevent the disclosure of the Confidential Information. Information is not Confidential Information if a party can clearly show that it (i) became known to the receiving party prior to receipt from the disclosing party, (ii) has become publicly known, except through breach of this Agreement, or (iii) is independently developed without reference to Confidential Information.

**a. Injunctive Relief.** In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

**9. Customer Responsibility.** Customer is solely responsible for the content of communications transmitted by Customer using the Services, and shall defend, indemnify and hold harmless Company from and against all liabilities and costs (including reasonable attorneys' fees) arising from any and all third-party claims by any person based upon the content of any such communications.



Customer is not permitted to resell the Services. Customer shall use the Services only for lawful purposes.

**10. Rights Granted.** Subject to the terms of this Agreement, Company grants Customer a limited, non-exclusive, personal, non-transferable right to access the Services during the Term of this Agreement solely for internal use. Customer shall not (i) sell, market, rent, sub-license, or license any aspect of PeopleAdmin System or Intellectual Property or otherwise use the Services for any purpose other than as specifically provided in this Agreement, (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the System in whole or in part, for competitive purposes or otherwise, (iii) allow access to, provide, divulge or make available the System to any user other than those who have licenses to access; (iv) write or develop any derivative works based upon the System; (v) modify, adapt, translate or otherwise make any changes to the System or any part thereof; (vi) use the System to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without Company's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the System or (viii) remove from the System identification, patent, copyright, trademark or other notices or circumvent or disable any security devices functionality or features. Customer obtains no ownership rights or any other rights in the Intellectual Property or the PeopleAdmin System, other than those specified in this Agreement. Company may use Customer's name or mark and identify Customer as a client on Company's website and/or marketing materials and may issue a press release containing Customer's name related to any award under this Agreement. Neither party will use the other party's name or marks, refer to or identify the other party for any other reason except as provided in this section, without the other such party's written approval, which shall not be unreasonably withheld. Customer grants Company a limited license to use Customer's transactional and performance data related to Customer's use of the Services (e.g., statistical information about the number of job applications processed) solely on an aggregated and de-identified basis as part of Company's overall statistics for marketing and analytical purposes, provided that PeopleAdmin does not reveal Customer's job applicant information, personnel data, or hiring criteria.

**11. Customer Data.** All data is owned by Customer and is deemed confidential. PeopleAdmin may delete and destroy all copies of data once the Agreement is terminated with or without default. Customer has the option to receive a backup of data prior to deletion upon termination of this Agreement. All right, title and interest in and to the Services, including all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to PeopleAdmin. Any modification to the Software performed by Customer directly or indirectly extending the current capabilities shall be the property of Company and all copyrights and other rights are hereby assigned to Company.

**12. Independent Contractor.** The relationship of Company and Customer established by this Agreement is that of independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct or control the day-to-day activities of the other, (ii)



establish Company as a hiring or human resources consultant to Customer, (iii) establish the parties as partners, franchisee-franchiser, coowners or otherwise as participants in a joint or common undertaking, or (iv) otherwise give rise to fiduciary obligations between the parties.

**13. Entire Agreement.** This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire agreement between the parties and shall be binding on the parties when accepted by Customer, and shall supersede all prior Agreements related to the subject matter herein. No provision of any purchase order or other document issued by Customer, which purports to alter, vary, modify or add to the provisions of this Agreement, shall be binding upon PeopleAdmin or effective for any purpose, unless accepted by PeopleAdmin in writing.

a. It is further expressly understood and agreed that, there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, Company's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

b. Assignment. Neither this Agreement nor any right or obligation hereunder shall be assigned or delegated, in whole or part, by either party without the prior express written consent of the other, which shall not be unreasonably withheld and for which no additional consideration shall be necessary; provided, however, that either party may, without the written consent of the other, assign this Agreement and its rights and delegate its obligations hereunder to an Affiliate, or in connection with the transfer or sale of all or substantially all of its business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any purported assignment in violation of this section shall be void. Subject to this section, this Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

c. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**14. Waiver.** No delay or failure of Company or Customer in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by Company or Customer of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

**15. Force Majeure.** Except for payment of fees, non-performance by either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

**16. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of ~~Texas~~ California without regard to its conflict of laws principles. All actions, suits, or



legal proceedings arising out of or related to this Agreement will be brought only in the federal or state courts located in ~~Travis County, Texas~~ Alameda County, California and the parties consent to the exclusive jurisdiction of such courts.

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WWW1

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





# CERTIFICATE OF LIABILITY INSURANCE

6/1/2017

DATE (MM/DD/YYYY)

5/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Insurance Brokers, LLC 900 E. Hamilton Avenue, Suite 100 CA License #0714705 Campbell CA 95008 (408) 200-3600	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>FAX (A/C, No):</b> _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Co of Hartford	20478	INSURER B : The Continental Insurance Company	35289	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> 1401455 PROMACHOS HOLDING, INC. PeopleAdmin, Inc. 805 LAS CIMAS PARKWAY, SUITE 400 AUSTIN TX 78746														

**COVERAGES** 1187737      **CERTIFICATE NUMBER:** 13848099      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	N	N	6016810557	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp \$100 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll Ded \$1,000	N	N	6016810560	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6016810526 (CA)	6/1/2016	6/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Insurance purposes only.

<b>CERTIFICATE HOLDER</b> 13848099 Evidence of Insurance	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPR:
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