

AN ORDINANCE 2011-02-10-0106

AUTHORIZING A CONTRACT WITH GOVERNMENTJOBS.COM, INC. (NEOGOV) AND THE USE OF THE GENERAL SERVICES ADMINISTRATION (GSA) CONTRACT WITH PROFILES INTERNATIONAL TO PROVIDE THE HUMAN RESOURCES DEPARTMENT WITH A COMPREHENSIVE, ONLINE HUMAN RESOURCES TALENT MANAGEMENT SYSTEM, ERECRUITMENT SOLUTION, VALUES-BASED ASSESSMENTS AND ONBOARDING FOR AN INITIAL COST OF \$136,200.00 AND AN ESTIMATED AMOUNT UP TO \$122,200.00 ANNUALLY THEREAFTER FOR MAINTENANCE AND SUPPORT, FUNDED BY THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT'S CAPITAL BUDGETS.

* * * * *

WHEREAS, the San Antonio Human Resources Department required a comprehensive system that could advertise positions and capture and store applicant information in a custom program that interfaces with SAP Enterprise Resource Planning software; and

WHEREAS, the Purchasing & General Services Department released a Request for Competitive Sealed Proposal (RFCSP) for an eRecruitment Human Resource Talent Management System, which comprised applicant tracking system hardware, software, interface/connector, implementation services, consultant services, online onboarding, training and technical support; and

WHEREAS, based on the selections committee's evaluation of the various respondents, GovernmentJobs.com (NeoGov) proposal was recommended; and

WHEREAS, the Profiles International tool, available through an existing GSA agreement, will provide additional information about a job candidate's honesty, reliability, and work ethic to properly align with the City of San Antonio's values and competencies; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The proposal of Governmentjobs.com, Inc., and the General Services Administration contract with Profiles International to provide the City of San Antonio

Human Resources Department with a comprehensive online Human Resources Talent Management System, eRecruitment solution, values-based assessments and onboarding for an initial cost of \$136,200.00 and an estimated amount not to exceed \$122,200.00 annually thereafter for maintenance and support, is hereby accepted. A copy of the NeoGov Score Summary, NeoGov Contract, Neogov Discretionary Contracts Disclosure, GSA Contract with Profiles International, Inc., and Profiles International, Inc. Bid Tabulation are attached hereto and are incorporated by reference as **Attachment I**.

SECTION 2. The budget in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00021, Public Safety & Service Systems, shall be revised by decreasing SAP WBS Element 09-00021-04-02 entitled Hardware, SAP GL account 5501000 by the amount of \$350,000.00.

SECTION 3. The budget in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00021, Public Safety & Service Systems, shall be revised by decreasing SAP WBS element 09-00021-90-01 entitled Transfer from IO# 390000001071, SAP GL account 6101100, by the amount of \$350,000.00.

SECTION 4. The amount of \$350,000.00 is reverted in SAP Fund 74001000, Information Services Fund, SAP I/O #390000001071, SAP GL account 6102100 – Interfund Transfer out entitled From 74001000 to 09-00021-90-01. The amount of \$350,000.00 is authorized to be transferred from SAP Fund 43099000.

SECTION 5. The budget in SAP 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00014, E-Recruitment Application, shall be revised by decreasing SAP WBS Elements by the amount of \$906,704.00 as shown in the table attached hereto and incorporated by reference as **Attachment II**.

SECTION 6. The budget in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00014, E-Recruitment Application, shall be revised by decreasing SAP WBS element 09-00014-90-01 entitled Transfer from TN-20072-01-01-08, SAP GL account 6101100, by the amount of \$906,704.00.

SECTION 7. The amount of \$906,704.00 is reverted in SAP Fund 43904022, 2007A Tax Note ITSD: Improvements, SAP WBS TN-20072-01-01-08, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 09-00014-90-01. The amount of \$906,704.00 is authorized to be transferred from SAP Fund 43099000.

SECTION 8. The amount of \$350,000.00 is appropriated in SAP Fund 74001000, Information Services Fund, SAP Internal Order # 390000001087, SAP GL account 6102100 – Interfund Transfer out entitled From 74001000 to 09-00014-90-02. The amount of \$350,000.00 is authorized to be transferred to SAP Fund 43099000.

SECTION 9. The budget in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00014, E-Recruitment Application, shall be revised by

increasing SAP WBS Element 09-00014-90-02 entitled Transfer from I/O# 390000001087, SAP GL Account 6101100 – Interfund Transfer In, by the amount \$350,000.00.

SECTION 10. The amount of \$100,000.00 is appropriated in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00014, E-Recruitment Application, SAP WBS Element 09-00014-01-01, entitled Consulting Services, SAP GL Account 5201040.

SECTION 11. The amount of \$250,000.00 is appropriated in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00014, E-Recruitment Application, SAP WBS Element 09-00014-04-01, entitled Software, SAP GL Account 5304075.

SECTION 12. The amount of \$906,704.00 is appropriated in SAP Fund 43904022, 2007A Tax Note ITSD: Improvements, SAP WBS TN-20072-01-01-09, SAP GL account 6102100 – Interfund Transfer out entitled Transfer to 09-00011-90-01. The amount of \$906,704.00 is authorized to be transferred to SAP Fund 43099000.

SECTION 13. The budget in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00011, IT Infrastructure & Information Security, shall be revised by increasing SAP WBS Element 09-00011-90-01 entitled Transfer from TN-20072-01-01-09, SAP GL Account 6101100 – Interfund Transfer In, by the amount \$906,704.00.

SECTION 14. The amount of \$906,704.00 is appropriated in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00011, IT Infrastructure & Information Security, SAP WBS Element 09-00011-04-02, entitled Hardware, SAP GL Account 5404520.

SECTION 15. Payment in the amount not to exceed \$136,200.00 in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00014, E-Recruitment Application, is authorized to be encumbered and made payable for an online Human Resources Talent Management System.

SECTION 16. Payments for future annual maintenance and support services are contingent upon the availability of funds from the City's operating budget and City Council approval.

SECTION 17. The financial fiscal allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

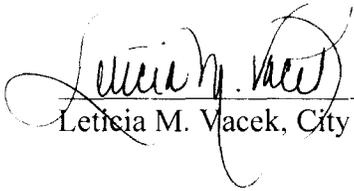
JK
2/10/11
#5

SECTION 18. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this 10th day of February, 2011.

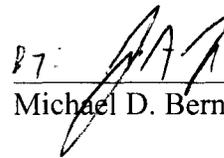

M A Y O R
Julián Castro

ATTEST:

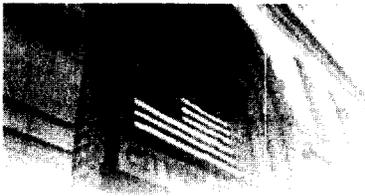


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

B7: 

Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 5

Name:	5, 6, 11, 12, 13, 14, 16, 17, 18A, 18B, 18C, 18D, 19, 21A, 21B, 22, 23						
Date:	02/10/2011						
Time:	10:17:58 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a contract with GovernmentJobs.com, Inc. (NeoGov) and the use of the General Services Administration (GSA) contract with Profiles International to provide the Human Resources Department with a comprehensive, online Human Resources Talent Management System, eRecruitment solution, values-based assessments and onboarding for an initial cost of \$136,200.00 and an estimated amount up to \$122,200.00 annually thereafter for maintenance and support, funded by the Information Technology Services Department's Capital Budgets. [A.J. Rodriguez, Deputy City Manager; Doreen Brinson, Interim Director, Human Resources]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				x
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x			x	
John G. Clamp	District 10		x				

**HR Talent Management Solution / eRecruitment
RFCSP 09-126-WF**

Score Summary	Maximum Points	Assessment Technologies Group, Inc. 4887 Belfort Road Suite 105 Jacksonville, FL 32256	General ASP 8001 Lincoln Ave. Suite 704 Skokie, IL 60077	Governmentjobs.com, Inc. 222 N. Sepulveda Blvd, Suite 2000 El Segundo, CA 90245	ImageTrend, Inc. 20855 Kensington Blvd Lakeville, MN 55044	Kenexa Government Solutions, Inc. 116 Inverness Dr., Ste. 300 Englewood, CO 80112	People Admin, Inc. 816 Congress Ave., Ste. 1800 Austin, TX 78701	SilkRoad Technology, Inc. 102 West Third Street Suite 250 Winston-Salem, NC 27101
A - Experience, Background, Qualifications	20	8.80	9.20	17.60	7.80	15.40	14.60	13.80
B - Proposed Plan	45	23.83	18.50	36.33	18.50	34.67	26.50	32.50
Sub-Total	65	32.63	27.70	53.93	26.30	50.07	41.10	46.30
C - Price	15	1.88	15.00	9.24	9.34	1.09	10.56	9.41
A - C SUB-TOTAL	80	34.51	42.70	63.18	35.64	51.16	51.66	55.71
D - Local Business Enterprise	10	0.00	0.00	1.00	0.00	2.00	0.00	0.00
D - Historically Underutilized Enterprise	5	0.00	0.00	0.50	0.00	1.00	0.00	0.00
D - Compliance w/SBEDA Policy	5	0.00	0.00	2.00	1.00	1.00	1.00	0.00
Sub-Total	20	0.00	0.00	3.50	1.00	4.00	1.00	0.00
TOTAL SCORE	100	34.51	42.70	66.68	36.64	55.16	52.66	55.71
RANK BASED ON TOTAL SCORE		7	5	1	6	3	4	2

* = Required fields



City of San Antonio Discretionary Contracts Disclosure

Office of the
City Clerk

Please fill this form out online and submit it for processing.
Use the **Print** button to make a copy for your records.

For use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

This is a New Submission or Correction or Update to previous submission.

Discipline submitted by:			
*First: <u>Scott</u>	M.I. _____	*Last: <u>Letourneau</u>	Suffix: _____

*Name and/or Number of the Discretionary Contract: REQUEST FOR COMPETITIVE SEALED PROPOSAL RFCSP 09-126-WF

*(1) Identify any individual(s) or entity(ies) that are **party** to the discretionary contract:

An entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the DBA if any.

Governmentjobs.com, Inc. (d/b/a NEOGOV)

*(2) Do any of the identified parties to the contract have a **partner, parent, or subsidiary** business entity? Yes No

*(3) Are there any individuals or business entities that would be **subcontractor(s)** on the discretionary contract? Yes No

*(4) Are there any attorneys, lobbyists, or consultants employed by any individuals or entities listed in Sections 1, 2, or 3 to assist in seeking this contract? Yes No

*(5) Have any of the following made campaign or officeholder contributions totaling more than \$100 during the last 24 months to any current or former member of City Council, to any candidate for City council or to any political action committee that contributes to City Council elections?

- a) Any individual listed in section 1, 2, or 3; Yes No
- b) Any owner or officer of any entity listed in 1, 2, or 3;
- c) The legal signatory of the contract;
- d) The spouse of any person seeking a high-profile contract, or of any owner or officer of an entity listed in 1, 2 or 3, and the spouse of the legal signatory.
- e) Any attorney, lobbyist or consultant retained to assist any individual or entity listed in 1, 2, or 3 above.

"No political contributions to report."

Updates Required. Information regarding contributions must be updated by submission of a revised form, if contributions are made after submission of this form up through the time the City Council takes action on this contract and 30 days after.

Notice Regarding Prohibition on Campaign Contributions for Individuals and Entities Seeking High-Profile Contracts.

Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- Legal signatory of a high-profile contract;
- any individual seeking a high-profile contract;
- any owner or officer of an entity seeking a high-profile contract;
- the spouse of any of these individuals;
- any attorney, lobbyist or consultant retained to assist in seeking contract.

* = Required fields



City of San Antonio Discretionary Contracts Disclosure

Office of the
City Clerk

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

***(6) Conflicts of Interest**

Are you aware of facts with regard to this contract, that would raise a "conflicts-of-interest" issue as defined by Sections 2-43 or 2-44 of the City's Ethics Code for any councilmember or board/commission member that has not been raised by the council or board/commission member? Yes No

Attach additional documentation regarding this disclosure, if needed. Use the paper clip icon at the bottom left of the window. 

Acknowledgements

***Updates Required**

I understand that this form is required to be supplemented by submission of a revised form in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 days after contract award.

***No Contact with City Officials or Staff.**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials and employees, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of Section 2-61 Prohibited Contacts During Contract Solicitation Period of the City of San Antonio Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

*High-Profile Contracts

This is not a "high-profile" contract.

I acknowledge that this contract has been designated a "high-profile" contract.

I further acknowledge that the legal signatory of a high-profile contract, any individual seeking a high-profile contract, any owner or officer of an entity seeking a high-profile contract, the spouse of any of these individuals, and any attorney, lobbyist or consultant retained to assist in seeking contract are prohibited from making a campaign or officeholder contribution from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded.

I warrant that no contributions have been made by these individuals in violation of this prohibition.

Oath

*I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

***Your Name:** Scott Letourneau **Title:** President

***Company Name or DBA:** Governmentjobs.com, Inc. (d/b/a NEOGOV) **Date:** 10/12/2009

Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2010, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a "NEOGOV"), and the **City of San Antonio, Texas** a public entity acting by and through its duly appointed representative ("Customer").

1. Provision of On-line Services.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement in Exhibit A, Request for Competitive Sealed Proposal 09-126-WF, eRecruitment/Human Resources Talent Management Solution, in Exhibit B (Order Form), and Exhibit C, NEOGOV Response to Request for Competitive Sealed Proposal 09-126-WF. In the event of any conflict in terms, the terms of Exhibit A shall prevail over Exhibit B and the terms of Exhibit B shall prevail over Exhibit C. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) NEOGOV's logos, including the "powered by" logo, may appear on the "employment opportunities", "job description" and other pages of Customer's web site.

(b) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(c) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

4. Ownership, Protection and Security.

(a) The parties agree that the NEOGOV marks and the Customer marks shall both be displayed on and through NEOGOV's system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(c) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components

thereof and associated documentation, except as expressly provided herein.

(d) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

5. **NEGOV Representations and Warranties.**

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Public Records Act of the State of Texas, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. Liability Limitations.

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by NEOGOV hereunder for the prior twelve (12) month period; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. Term and Termination.

(a) This Agreement shall commence as of the date hereof and remain in effect for twelve (12) months unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL) The dedicated data files will be comprised of Customer's data contained in NEOGOV's system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database.

10. Payments.

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

12. **Piggyback Clause.** It is understood and agreed by Customer and NEOGOV that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the new governmental entity and NEOGOV. It is also hereby mutually understood and agreed that Customer is not a legally bound party to any contractual agreement made between NEOGOV and any entity other than Customer.

13. **Miscellaneous.** Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature: _____

Print Name: _____

Title: _____

GovernmentJobs.com, Inc., a California corporation

Signature: *Damir Davidovic*

Print Name: Damir Davidovic

Title: CEO

Date: 11/18/10

EXHIBIT A – ORDER FORM

Customer:

Bill To:

<p><u>NAME</u></p> <p><u>AGENCY</u></p>	<p><u>Attention To:</u></p> <p><u>Address:</u></p> <p><u>Phone:</u></p> <p><u>Email:</u></p>
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Quote Date:	11/18/2010	Revision:	1
Valid From:	11/18/2010		
Valid To:	Today plus 30 days	Order Number:	
Requested Service Date:	TBD	Initial Term:	12 Months

Order Summary

<u>Line</u>	<u>Description¹</u>	<u>Annual Recurring Cost</u>	<u>Non-Recurring Cost</u>
1.0	Insight Enterprise Edition		
1.1	Subscription License	\$54,000.00	
1.2	Provisioning		\$8,000.00 Included
1.3	Training		\$2,500.00 Included
2.0	SAP Interface	\$5,000.00	\$8,000.00
3.0	Governmentjobs.com Annual License *optional	\$3,000.00 *Included	
4.0	Performance Evaluation System (\$10.00 per employee)	\$30,000.00	
	Provisioning		Included
	Training		Included
5.0	Onboarding System	Included	Included
6.0	Integration with Profiles International	\$2,000.00	\$6,000.00
	Sub Total:	\$91,000.00	\$14,000.00
	Order Total:		\$105,000.00

¹More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Order Detail**1.0 Insight Enterprise Edition****1.1 License Subscription**

The Customer's subscription to the Insight Hiring Management Software includes the following functionality:

Recruitment

- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

Selection

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Test Item bank (optional in TMS)
- Conduct item analysis
- Test processing (automatically input Scantron test data sheets)*
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching

Reporting and Analysis

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 90 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

* Cost of the scanner is not included unless listed on Exhibit A – ORDER FORM

* Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set-up, and scanner software, which are not included unless listed on Exhibit A – ORDER FORM

Additionally, during the term of the subscription, the Customer will be provided:

Unlimited Customer Support (6:00 AM – 6:00 PM PT)

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

1.2 Provisioning

The following activities are conducted as part of the Insight Enterprise implementation

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff
- NEOGOV will conduct eight hours of on line instructor led training. NEOGOV will provide all required user exercises and user guides to the Agency.
- Once the core user community is comfortable with the system (typically within 10 hours of hands-on use) they will train the remaining HR staff to complete their tasks using Insight.
- Between the training and go-live, NEOGOV will complete the following activities:
 - Creating an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production
 - Configure printable job bulletin
 - Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website
 - Establish the Agency's Insight Enterprise production environment

1.3 Training

NEOGOV will deliver training to Agency recruiters. We will provide all required user exercises and user guides to the Agency.

Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize Insight. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.

2.0 SAP Interface**2.1 Inbound Position Control**

Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings.

2.2 Outbound New Hire Integration

Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings.

3.0 Governmentjobs.com

- 3.1 Annual license subscription to governmentjobs.com for unlimited job postings. All jobs will be automatically posted to governmentjobs.com providing a free job board reaching a national audience. Governmentjobs.com received over 2 million hits each month

4.0 NEOGOV Performance Evaluation (PE)**4.1 License Subscription****Subscription to NEOGOV's Performance Evaluation Software (PE)****Unlimited Customer Support (6:00 AM – 6:00 PM PT)**

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

4.2 Provisioning

The following activities are conducted as part of the Performance Evaluation implementation.

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system.

4.3 Training

NEOGOV will conduct on line instructor led training. NEOGOV will provide all required user exercises and user guides to the Agency.

Following the training, your agency will have full access to the training environment.

Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize Insight. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.

4.0 NEOGOV Onboarding

4.4 License Subscription

Subscription to NEOGOV's Onboarding System (ON)

***Product release date TBD**

Unlimited Customer Support (6:00 AM – 6:00 PM PT)

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

4.5 Provisioning

The following activities are conducted as part of the Onboarding implementation.

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system.

4.6 Training

NEOGOV will conduct on line instructor led training. NEOGOV will provide all required user exercises and user guides to the Agency.

Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize Insight. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.

Order Form

NEOGOV™

Order Form Terms and Conditions:

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

Provide all required software and Licenses

- One hundred percent (100%) of the NEOGOV Insight annual license price is payable within thirty (30) days of execution of this Order Form and Service Agreement. (\$54,000.00)

Software Provisioning for first half of Insight Enterprise

- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (00.00)

Completion of Training

- One hundred percent (100%) of the training price is payable within thirty (30) days of completion of training. (\$00.00)

Software Provisioning for second half of Insight Enterprise (Completion of post evaluation)

- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days following the thirty day post-training period. (\$0.00)

SAP Interface

- One Hundred percent of the SAP Interface Set up cost is due upon completion of the completion of the Interface. (\$8,000.00)
- One Hundred percent of the SAP annual maintenance price is payable within (30) days of execution of this Order Form and Service Agreement. (\$5,000.00)

Profiles International Interface/Integration

One Hundred percent of set up cost for Profiles International testing interface is due upon completion of interface (\$6,000.00)

One Hundred percent of annual maintenance cost is due within 30 days of execution of this Order Form and Service Agreement (\$2,000.00)

(3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

(4) Changes or alterations to this Order Form will not be accepted.

Order Form

NEOGOV™

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

<u>Customer</u>	<u>NEOGOV, Inc.</u>
Signature: _____	Signature: <u><i>Damir Davidovic</i></u>
Print Name: _____	Print Name: <u>Damir Davidovic</u>
Title: _____	Title: <u>CEO</u>
Date: _____	Date: <u>11/18/10</u>

Performance Evaluation Annual License Addendum to NEOGOV Insight Service Level Agreement

Order Detail

Performance Evaluation Payment Details

- Performance Evaluation License will not start until implementation of the PE system begins.
- No payments will be required until implementation and license begins.

<u>Customer</u>	<u>NEOGOV, Inc.</u>
Signature: _____	Signature: <u></u>
Print Name: _____	Print Name: <u>Damir Davidovic</u>
Title: _____	Title: <u>Chief Executive Officer</u>
Date: _____	Date: <u>11/18/2010</u>

Order Detail

Performance Evaluation Payment Details

- Performance Evaluation License will not start until July 1, 2011 or upon beginning of implementation of the Performance Evaluation System

**CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT**

Issued By WF; CITY CONTRACT NO. A1551-10-WF
COOPERATIVE CONTRACT NO.: GS-02F-0036T
PROCURING ENTITY/COOPERATIVE: GSA

Date Issued: August 26, 2010

**TERMS & CONDITIONS FOR CONTRACT FOR
HUMAN RESOURCES PRE-EMPLOYMENT TESTING**

Contract Documents: The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

- a. This Terms and Conditions Document;
- b. Any Purchase Orders and Work Orders issued hereunder by the City of San Antonio ("City"); and
- c. Exhibit I – All applicable terms and conditions of Contract # GS-02F-0036T, between Profiles International, Inc. and the General Services Administration (GSA) procured by GSA and made available to local government entities through Competitive bidding is not required when the City purchases goods or services made available through a Federal supply schedule of the United States General Services Administration. Texas Local Government Code § 271.103.

Should a conflict arise among the provisions of the contract documents, this Terms and Conditions Document and any Purchase Order and Work Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This Terms & Conditions Document includes the following: General Terms and Conditions, Product Specifications and Description of Services, Price Schedule, any attachments or exhibits identified herein.

The City's Purchasing and General Services Department is willing to assist any vendor(s) in the interpretation of this Terms and Conditions Document. Assistance may be received by visiting the Purchasing Office at 111 Soledad, 11th Floor, San Antonio, Texas 78205, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals: MBE Goal: 15%; WBE Goal: 10%; AABE Goal: 3%, SBE Goal: 50%.

The undersigned, by his/her signature, represents that he/she is authorized to bind the Vendor to fully comply with the contract for the amount(s) shown on the accompanying Price Schedule. A signature below indicates that the Vendor has read the entire document, which is incorporated herein, and agreed to the terms therein.

Signer's Name: Bruce Hammy Firm Name: Profiles International, Inc.
(Please Print or Type)
Address: 5205 Lake Shore Drive ; Waco, TX 76710

FOR CITY USE ONLY

AWARD

Items Accepted: _____ Ordinance No: _____ Date: _____ Amount: _____

Approved: _____

CITY OF SAN ANTONIO

Signature of Person Authorized to Sign Offer

City, State, Zip Code: _____

Email Address: _____

Telephone No.: _____

Fax No.: _____

Please complete the following:

Prompt Payment Discount: _____% _____ days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

Non-minority Hispanic African-American Other Minority (specify) _____

Female Owned Handicapped Owned Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: Partnership Corporation Sole Proprietorship Other (specify) _____

Tax Identification Number: _____

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

I. GENERAL TERMS AND CONDITIONS

1. The terms “bidder”, “contractor”, and “vendor” all mean the party providing goods or services to the City pursuant to this contract.

2. **Rejection of Disclaimers of Warranties & Limitations of Liability.** Any term or condition in Exhibit I, or any document furnished by Vendor, disclaiming the implied warranty of merchantability or of fitness for a particular purpose, or attempting to limit Vendor’s liability shall be of no force or effect, and shall be stricken from the contract documents as if never contained therein.

3. Acceptance of Offer. By signing and submitting this document, Vendor is making an offer to City. A written award of acceptance (manifested by a City Ordinance) and appropriation or purchase order mailed or otherwise furnished to the Vendor results in a binding contract without further action by either party.

4. Vendors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the contract documents. No plea of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

5. Taxes. Vendor shall not include federal taxes nor State of Texas limited sales excise and use taxes in prices, since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by Vendor.

6. Point of Destination. All goods, materials and equipment shall be delivered FOB Destination, City of San Antonio’s designated facility, or to the “ship to” address indicated on the purchase order, inside delivery. Regardless of shipping terms used, title and risk of loss shall pass to City only upon receipt at City’s “ship to” address.

7. Delivery Times. Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise herein.

8. Failure to Meet Delivery Schedule. When delivery is not met as provided for in the contract, the Purchasing and General Services Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct, indirect, consequential, or incidental incurred by the City as a result thereof.

9. Acceptance By City. The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. The City at its option may reject all or any portion of such goods or services which do not, in City’s sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

10. Warranty. Unless a specific warranty is provided elsewhere in these contract documents, the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

11. Change Orders. In order to comply with Texas law governing purchases made by municipalities, the follow rules shall govern all change orders made under this contract.

- (a) Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director of Purchasing and General Services Department ("Purchasing Director"), or her designee, provided that such change orders:
 - (1) are made in writing, signed by the Purchasing Director or her designee;
 - (2) do not involve an increase or decrease in contract price of more than \$25,000; and
 - (3) sufficient funds have already been allocated by City or are available to the Purchasing Director to cover any increase in contract price.
- (b) Any other change will require approval of the City Council, City of San Antonio.
- (c) Changes that do not involve an increase in contract price may, however, be made by the Purchasing Director.

12. Contract Termination

TERMINATION-BREACH:

- (a) Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing and General Services, its obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

- (b) The City may cancel this contract for convenience upon ten days prior written notice.

TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

13. INDEMNIFICATION

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS,

WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

14. Assignment and Subcontracting

- (a) Vendor shall not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the Director of City's Purchasing Division. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor.
- (b) Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Contract. Compliance by subcontractors with this contract shall be the responsibility of Vendor. City shall in no event be obligated to any third party, including any subcontractor of Vendor, for performance of services or payment of fees.
- (c) Any attempt to transfer, pledge or otherwise assign this contract without said written approval, shall be void ab initio, and shall confer no rights upon any third person. Should Vendor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this contract, City may, at its option, cancel this contract and all rights, titles and interest of Vendor shall thereupon cease and terminate, notwithstanding any other remedy available to City. The violation of this provision by Vendor shall in no event release Vendor from any obligation under the terms of this contract, nor shall it relieve or release Vendor from the payment of any damages to City, which City sustains as a result of such violation.

15. Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the vendor under this contract and that the vendor has no authority to bind the City.

16. Patents/Copyrights. The Vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

17. Public Information Act. Vendor is advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. All contracts are subject to the Public Information Act, Texas Government Code Chapter 552; therefore Vendor must clearly indicate any portion of the contract documents that Vendor claims is not subject to public inspection under the Public Information Act.

18. Conflict of Interest. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

19. Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

20. Nonwaiver of Performance. Unless otherwise specifically provided for in this contract, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option.

21. Non-discrimination Policy. It is the City's policy that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Vendor agrees that if this offer is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation.

22. Compliance with Law. Vendor shall provide and perform all services required under this contract in compliance with all applicable federal, state and local laws, rules and regulations.

23. Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

24. Entire Agreement. This contract, together with its authorizing ordinance and its attachments, purchase orders, and exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with the Change Order provision herein.

II. SPECIFICATIONS & GENERAL REQUIREMENTS

1. Period of Service. Contract shall begin on Upon Award and will terminate on January 3, 2012, unless extended according to provisions of this RFO.

At the City's option, this Contract may be renewed under the same terms and conditions for two (2) additional one (1) year periods. Renewals shall be in writing and signed by the City's Director of Purchasing & General Services or her designee, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

2. GSA Survivability. All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

PROPOSAL FROM
PROFILES INTERNATIONAL, INC.
Including Annual Pricing

City of San Antonio
Attn: Mr. William Flint – Procurement

Mr. Flint,

As you requested, below you will find Profiles International's proposal to the City of San Antonio for the unlimited usage of the SOS II pre-employment assessment.

The **Step One Survey II**® (SOSII) is a brief pre-hire assessment that measures an individual's basic work-related values. It is used primarily as a screening tool early in the candidate selection process. This 15 minute pre employment assessment provides valid insight into an applicant's work ethic, reliability, integrity, propensity for substance abuse, and attitudes toward theft —including property, data and time. I have attached the Product spec sheet for complete information.

This proposal provides unlimited usage of the SOS II for all non-exempt applicants. This is a one year contract for a total of \$31,200.00

You will also receive access to the Profiles Assessment Center. This is typically a \$1000.00 set up-fee; however, this fee will be waived and is offered to you at no cost.

Acceptance of this proposal includes set up, unlimited training and implementation, and all client workshops. You will be assigned an account service team to manage your daily needs. We have 20 plus workshops scheduled per year addressing customer service, company culture, strategic planning, coaching, and attracting and retaining the best talent.

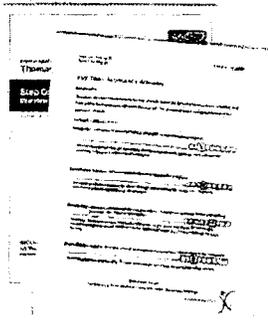
If you have any questions please do not hesitate to call or email me.

Sincerely,

Robin Mottern
VP Enterprise Solutions
Profiles International, Inc.
5205 Lakeshore Drive
Waco, TX 76710

254-399-5716 direct
robin.mottern@profilesmail.com

Step One Survey II®



Our **Step One Survey II®** (SOSII) is a brief pre-hire assessment that measures an individual's basic work-related values. It is used primarily as a screening tool early in the candidate selection process.

This assessment provides valid insight into an applicant's work ethic, reliability, integrity,

propensity for substance abuse, and attitudes toward theft—including property, data and time.

Why assess employees with SOSII?

It's a startling fact – employee theft and fraud averages \$9.00 a day per employee! That's about \$2,000 per employee subtracted from your bottom line every year. While all employees have opportunities to steal, an employer's risk increases as people advance to upper levels of responsibility. High ranking executives have been known to embezzle tens of thousands – even millions of dollars. Could there be a better reason to hire people worthy of your trust?

SOSII helps organizations reduce hiring risk in a quick and cost effective manner. It is a scientifically designed assessment tool that helps answer these questions:

- "Can this applicant be trusted?"
- "Is this applicant drug free?"
- "Is this applicant dependable?"
- "Will this applicant be a long-term, hard-working employee?"

In many organizations, it is the first screen that all applicants must pass before proceeding in the hiring process.

Did You Know?

- 95% of employers are victims of theft.
- 17% of violent crimes occur in the workplace.
- 30% of job applications contain false information.



How does the SOSII assessment work?

Most of our clients require job candidates to take the SOSII online, but paper and pencil is also available when this is not possible. An HR administrator simply forwards a link to job candidates. The assessment does not need to be monitored, so the candidate can take it from any computer with Internet access. The system instantly scores the assessment and informs the hiring managers where they can access the results.

What's the next step?

Contact us for a complimentary, risk free study offer.
Call us today! (800) 960-9612

Profiles International
imagine great people®

Step One Survey II®

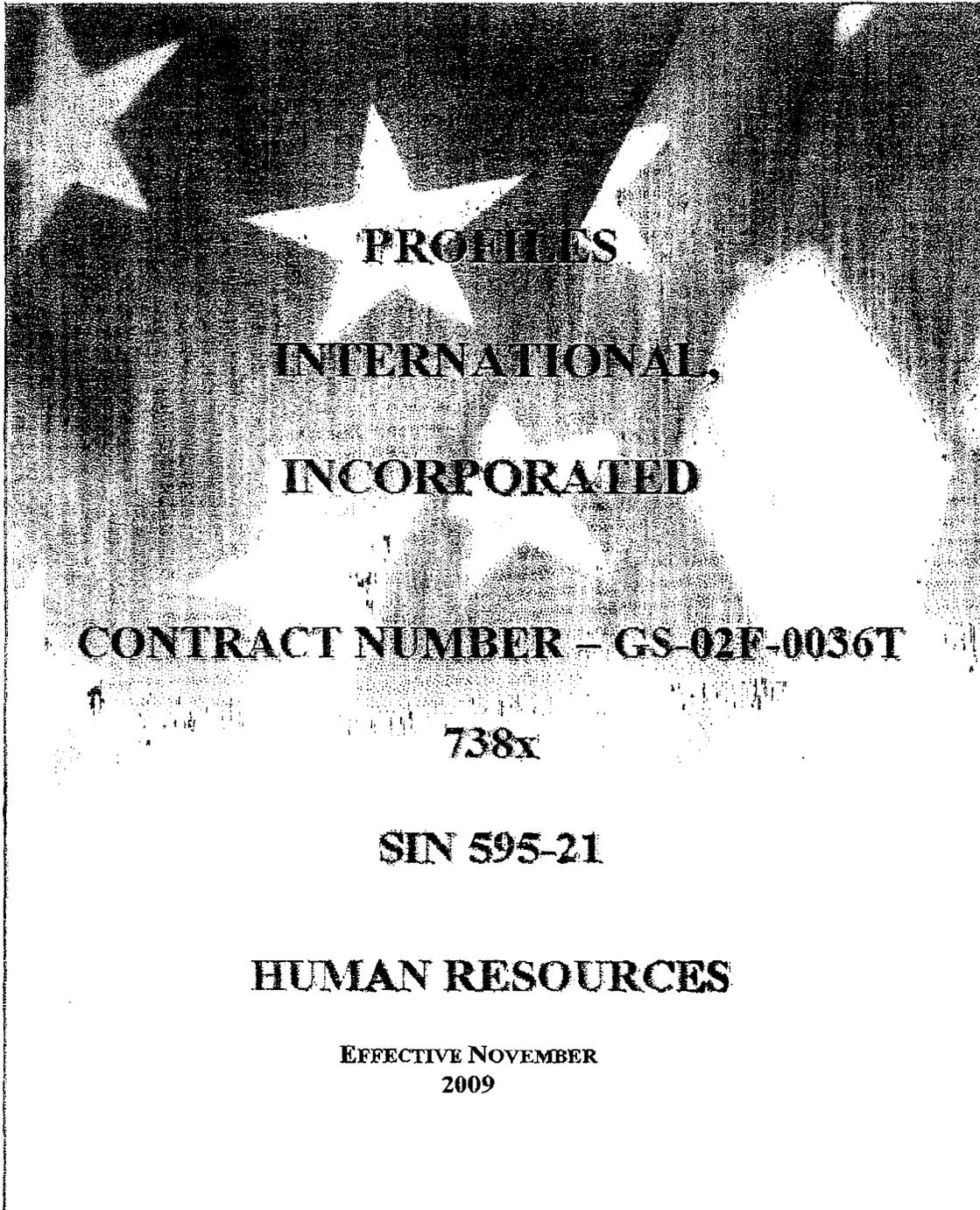
MEASURES	Attitudes regarding: <ul style="list-style-type: none"> • Personal integrity • Substance abuse • Reliability • Work ethic
PROVIDES	Information about a candidate's: <ul style="list-style-type: none"> • Past employment • Employment-related problems • Illegal substance use • Theft of an employer's money, property, data, etc. • Computer/Internet/E-mail abuse
TIME TO TAKE	20 minutes
USED FOR	<ul style="list-style-type: none"> • Reducing employee theft and fraud • Reducing loss of confidential information, trade secrets, and computer data • Reducing drug testing costs • Reducing absenteeism and tardiness • Reducing lost time due to unauthorized computer, Internet, and e-mail usage • Selecting honest, hard working employees who show up for work
REPORTS	<ul style="list-style-type: none"> • Interviewing Report • Quick Check Report
VALIDATION STUDIES	1996, 1997, 1998, 1999, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2009
ADMINISTRATION	Internet or Paper/Pencil
SCORING	Internet

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Profiles  International
 imagine great people®

EXHIBIT 1

GSA CONTRACT
GS-02F-0036T





PROFILES INTERNATIONAL, INCORPORATED

Profiles International, Inc; **the assessment company**, brings over 15 years of experience and best practices to the United States Government and Government Services Administration (GSA). We have extensive experience in providing human resource consulting services, developing and deploying web-based organizational psychometric assessments, 360° multi-rater feedback systems, web based training and development (SkillBuilder, e-learning products), and other web based systems and products including the user's virtual assessment center, Profiles On The Web (POTW).

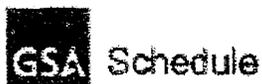
Profiles International, Inc., headquartered in Waco, Texas, was co-founded by Jim Sirbasku and Bud Hancy in 1991 and they continue to lead Profiles International today as the CEO and President. Profiles International has approximately 130 employees on the corporate staff at the Profiles Office Park at 5205 Lake Shore Drive, Waco, Texas 76710. These facilities are company owned, situated in a campus like environment on approximately 16 acres with a total of five (5) buildings and one recently completed to house our expanding Client Services department.

A privately held company, Profiles International is virtually debt free with gross retail sales exceeding \$70.0M (including affiliates) and has demonstrated consistent annual growth. Profiles International is the fastest-growing company in the assessment industry with over 1,000 representatives in the US and countries around the world. Global in scope, Profiles International is represented in over 100 countries and our assessments have been translated into 24 languages.

Profiles International is associated with The Profiles Chapman Group, LLC, a provider of consultative coaching programs, skills training and customer performance management tools.

The private sector has recognized the important contribution human resource assessments can make in improved performance in productivity, retention, and profitability. Public sector organizations are also recognizing the cost savings benefits of using assessments.

Profiles International is already doing business with governmental agencies. The Fairfax County, Virginia government, an entity of over 40,000 employees, selected The Profiles International CheckPoint 360° evaluation tool from 39 other 360° tools. Managers and participants have reported that the program has been a resounding success. The program started with over 300 managers and is being expanded to include all executive level managers in the Fairfax County organization. Additionally, the Norwegian and Philippine Armed Services are using a Profiles International assessment in the development of their officer corps and expanding into other ranks.



PROFILES INTERNATIONAL, INCORPORATED

The use of assessments in improving the management of human capital has grown dramatically and has resulted in the following statement from the **U.S. Department of Labor on assessments taken from:**

*Testing and Assessment:
An Employer's Guide to Good Practice*
US Department of Labor
Employment and Training Administration, 1999

“The appropriate use of a professionally developed assessment tool on average enables organizations to make **more effective employment-related decisions** than the use of simple observation or random decision making.” (Emphasis added)

Profiles International Led the Industry in Migrating its Assessments to the Internet. All Profiles International clients receive their own private and secure virtual assessment center. This enables all government agencies to have access to the assessment tools and data 24 hours a day, 7 days a week, and 365 days a year. This gives an organization the ability to direct all employees and employee candidates to the center virtually anywhere there is an Internet connection. The resulting benefit is a streamlined recruiting, selection, and human capital management process.

Benefits That Profiles International Provides by Being on the Internet

- Through Internet accessibility, a multitude of users can simultaneously access the “virtual assessment center.”
- Software and technology upgrades are made automatically and undetected free of charge to the user. We are continually working on improvements and revalidation of our products.
- Incorporating a Level-3 disaster recovery plan, we provide our clients with security for all of their assessment data through a double firewall to prevent invasion of unwanted viruses or unwanted users.
- Customization of the online virtual assessment center, delivers a system to centralize or decentralize personnel processes, providing an opportunity for Human Resource departments and managers to provide extraordinary service with virtually no extra work.
- A multilingual system allows users **in the United States** to use three languages:
 - English
 - Spanish
 - French-Canadian

PROFILES INTERNATIONAL, INCORPORATED

It is also possible for **government agencies (such as the State Department) that have foreign offices** to use the assessments in **over 26 different languages** and to generate reports in these languages **encompassing over 100 countries**.

Profiles International has a portfolio of eight (8) different assessments that provide an organization with a wide range tools and services. Through the use of the ProfileXT assessment the various qualities that make a person productive are measured - Thinking and Reasoning Style (cognitive), Behavioral Traits (non-cognitive), and Occupational Interests. By using the Internet the assessments are convenient and easy to use - no administrator or proctoring is required. Profiles International works with organizations across a wide spectrum of activities to improve job placement, promotion, self-improvement, coaching, succession planning, as well as job description development through our O*Net portal. Our clients tell us that our ProfileXT is three to five times more effective than any other assessment they have used. It is a versatile management tool that develops Job Match Patterns that can be customized by company, department, manager, position, geography, or any combination of these factors. The ProfileXT assessment is used to compare an individual's alignment with established benchmarks for specific jobs. It also meets or exceeds all **Reliability** and **Validity** standards established by Federal Agencies. Further, the assessment has been independently analyzed for "Adverse Impact" and found to be non-discriminatory.

Profiles International's CheckPoint 360° Competency Feedback System, a powerful professional development tool, is a Web-enabled multi-rater process that **surveys and evaluates** job performance in 8 skill sets and 18 universal competencies. The CheckPoint facilitates peak performance that generates improved productivity by quantifying leader's and manager's competencies, verifying the results from a variety of perspectives, and identifying ways to enhance skills for continuing performance improvement. Follow-on to the CheckPoint 360° program, Profiles International provides **eLearning Training** for individuals and organizations with the **SkillBuilder Series** of instructional tools that are used to train individuals within organizations to improve their performance.

With a focus on psychometric assessments and surveys that are Web-based, a **strong Quality Assurance/Control program is imbedded in the organization**. The Research and Development psychologists continually upgrade assessments and ensure the **Validity and Reliability** factors meet or exceed industry standards. The Operations Division (Information Technology) Quality Assurance organization continually runs diagnostics and tests to ensure the codes and protocols embedded in the Internet delivery systems are accurate and sound.

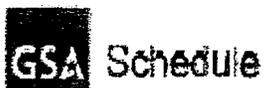
Profiles International also offers additional customer management solutions through its consulting and coaching services and training programs; as well as web-based performance assessments and customer management assessment tools.



PROFILES INTERNATIONAL, INCORPORATED

With over 30,000 clients, Profiles International has over an 80% client retention rate. The Client Services organization is being expanded and a goal of 90% client retention has been established.

In summary, Profiles International, Inc. is an established and progressive company that has become not only an industry leader, but a great company. Profiles is a company that desires and is committed to serve the United States Government by providing superb human resource management and organizational services that will result in raising the standard of excellence within the Government. **We look forward to serving you!**





**PROFILES INTERNATIONAL, INCORPORATED
GENERAL SERVICES ADMINISTRATION**

FEDERAL SUPPLY SERVICE

AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

Contract Number:

GS-02F-0036T

CONTRACT PERIOD

JANUARY 4, 2007 – JANUARY 3, 2012

Schedule Title: Human Resources

Special Item Numbers (SINs) awarded:

595-21 – GENERAL HUMAN RESOURCES SERVICES

PROFILES INTERNATIONAL, INC

5205 LAKE SHORE DR.

WACO, TEXAS 76710

PHONE: 254-751-1644

FAX: 254-776-5405

WWW.PROFILESINTERNATIONAL.COM

Contract Administrator:

Ken Peek, Lieutenant General, USAF (Retired)

5205 Lake Shore Dr.

Waco, Texas 76710

Phone: 254-751-1644 Ext. 119

Fax: 254-751-1739

Email: ken.peek@profilesmail.com

BUSINESS SIZE: LARGE



PROFILES INTERNATIONAL, INCORPORATED

- 1a. SIN 595-21 – GENERAL HUMAN RESOURCES SERVICES
- 1b. AWARDED PRICING - SEE ATTACHED FOR DETAILED PRICING
LABOR RATES
ASSESSMENTS, TRAINING, AND SUPPORTING SYSTEMS

PRICES ARE NET, QUANTITY DISCOUNTS ARE INCLUSIVE, AND STATED IN US DOLLARS

PROFILES INTERNATIONAL, INC. IS WILLING TO OFFER INCREASED DISCOUNTS FOR LARGE DOLLAR ORDERS AND SUCH DISCOUNTS WILL BE NEGOTIATED AT THE TASK ORDER LEVEL.

MINIMUM ORDER: \$100

MAXIMUM ORDER: \$1,000,000

SCOPE OF GEOGRAPHIC COVERAGE: Domestic and Worldwide

POINT OF PRODUCTION: 5205 Lake Shore Dr.
Waco, Texas 76710

GOVERNMENT COMMERCIAL PURCHASE CARD: Profiles International, Inc. will accept the Government Commercial Credit Card above and below the micro purchase threshold.

FOREIGN ITEMS: Not applicable

TIME OF DELIVERY/EXPEDITED DELIVERY/OVERNIGHT AND 2 DAY DELIVERY: As stated in attached pricing sheets

DELIVERY TERMS: FOB Destination

ORDERING ADDRESS: 5205 Lake Shore Dr.
Waco, Texas 76710



PROFILES INTERNATIONAL, INCORPORATED

ORDERING PROCEDURES:

Contact:
Ken Peek
Profiles International, Inc.
5205 Lake Shore Dr.
Waco, Texas 76710
Phone: 254-751-1644 Ext. 119
Fax: 254-751-1739
Email: ken.peek@profilesmail.com

PAYMENT ADDRESS:

5205 Lake Shore Dr.
Waco, Texas 76710

WARRANTY PROVISIONS:

Not applicable

EXPORT PACKING CHARGES:

As appropriate to order/client

TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (ANY THRESHOLDS ABOVE THE MICRO PURCHASE LEVEL:

Not applicable

TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR:

Not applicable

TERMS AND CONDITIONS OF INSTALLATION:

Not applicable

TERMS AND CONDITIONS OF REPAIR PARTS:

Not applicable

TERMS AND CONDITIONS FOR ANY OTHER SERVICES:

Not applicable

TERMS AND CONDITIONS OF ANY OTHER SERVICES:

Not applicable

LIST OF SERVICES AND DISTRIBUTION POINTS:

Not applicable

LIST OF PARTICIPATING DEALERS:

Not applicable

PREVENTATIVE MAINTENANCE:

Not applicable





PROFILES INTERNATIONAL, INCORPORATED

SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES:

Not applicable

SECTION 508 COMPLIANCE INFORMATION IS AVAILABLE ON ELECTRONIC AND INFORMATION TECHNOLOGY (EIT):

Not applicable

DUNS NUMBER:

627790702

CENTRAL CONTRACT REGISTRATION: Active Registration – Valid till February 2009



**PROFILES INTERNATIONAL, INCORPORATED
 PRICING FOR HUMAN RESOURCES SERVICES**

SIN 595-21 GENERAL SUPPORT SERVICES

Labor Category	Government Rate/Hr. (Year One)
	All rates in US dollars
<p>PHD CONSULTANT</p> <p>Consulting by PhD Industrial/Organizational psychologist to advise, provide assistance, guidance and counseling to determine organizational needs and develop appropriate programs to assess organizational and individual's need to support organizational business and mission requirements.</p>	\$226.05
<p>SENIOR I/O RESEARCH CONSULTANT</p> <p>Senior psychologist and organizational assessment expert who evaluates organizational and individual needs and develops and recommends appropriate solutions to the Customer.</p>	\$59.38
<p>PROGRAM DIRECTOR</p> <p>Consultant referred to as the Program Director who provides expert advice, conducts studies, analyzes and develops reports that recommend to the Customer possible courses of action in providing evaluations, training, supporting products and assessments.</p>	\$211.46
<p>INFO TECHNOLOGY MANAGER</p> <p>Information Technology Technician. Information Technology computer systems integration, programming and software support Manager who interfaces with customer's Information Technology personnel and facilitates IT interfaces and functions.</p>	\$151.49
<p>PROGRAM MANAGER</p> <p>Program Manager who provides day-to-day expert advice and guidance to organizations regarding current plans, basic schedule of events and coordination with Customer regarding needs, status and forecasts.</p>	\$110.37

PROFILES INTERNATIONAL, INCORPORATED

<p>SENIOR CLIENT SERVICES Oversees Client Service personnel and Project Coordinators to ensure outstanding and continuous customer support. Intervenes and directs as appropriate to ensure proper client support is provided</p>	<p>\$105.97</p>
<p>SENIOR PROJECT COORDINATOR Provides guidance and direction to Project Coordinators to ensure all customers are receiving all of the assistance and support they require and desire.</p>	<p>\$104.62</p>
<p>PROFILES ON THE WEB ADMINISTRATION/TRAINER Introduces User to the Profiles On The Web (POTW) site that is unique to the User. Explains the various features available and provides the User with a guided tour of the system by explaining and demonstrating the features. Explains the methods of issuing user names and passwords along with types of reports available and how to properly distribute the generated reports.</p>	<p>\$104.62</p>
<p>CLIENT SERVICES SPECIALIST Provides the day-to-day interface with the customer to integrate and coordinate all activities required to execute the customer's program.</p>	<p>\$71.30</p>
<p>PROJECT ADMINISTRATIVE COORDINATOR The Project Administrative Coordinator ensures the effective internal coordination takes place to support the customer. Prepares appropriate reports of progress and for company and customer requirements.</p>	<p>\$72.19</p>

PROFILES INTERNATIONAL, INCORPORATED

<p>PROFILES ON THE WEB & PIVOTAL ADMINISTRATION</p> <p>Introduces Users to the Profiles On The Web (POTW) site that is unique to the User. Explains the various features available and provides the User with a guided tour of the system by explaining and demonstrating the various features and capabilities. Explains the methods of issuing user names and passwords along with types of reports available and how to properly distribute the generated reports.</p>	<p>\$65.88</p>
<p>SENIOR SURVEY/ASSESSMENT DEVELOPER</p> <p>The senior survey/assessment development manager develops pilot tests and surveys to establish proper survey data collection methodology and administers surveys and assessments to Customer personnel</p>	<p>\$59.65</p>
<p>INFORMATION TECHNOLOGY MANAGER</p> <p>Provides IT support to internal (Program Directors, Program Managers, and Project Coordinators) as well as clients - both technical and operational personnel end users from novice to highly technical network professionals. Thus ensuring seamless interfaces ad system integration.</p>	<p>\$50.93</p>
<p>PROJECT COORDINATOR/TRAINER</p> <p>The Senior Project Coordinator interfaces with the Customer's administrative staff to ensure the smooth flow of survey and assessment data on a day-to-day basis</p>	<p>\$40.62</p>
<p>ADMINISTRATIVE ASSISTANT</p> <p>Assists Program director, Program Manager, and Project Coordinator in meeting all administrative requirements for program execution. Also provides assistance to clients as needed and appropriate.</p>	<p>\$37.08</p>
<p>PARTNER, SALES TCG</p> <p>Direct project efforts; content development, strategy development and executive intervention, facilitation of process workshops, etc.</p>	<p>\$259.38</p>

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<p>PROJECT MANAGER, SALES TCG Direct client project manager (content savvy); overseeing, participation and contribution toward the development and critique of deliverables, and ensuring meets and exceeds customer's understanding of "deliverable" that meets projects goals and expectations, Leading training (skills, process, methods, software) and tool tailoring workshops (LoyaltyPro and XSalerator).</p>	<p>\$228.25</p>
<p>SENIOR CONSULTANT, SALES TCG Direct client interfacing; execution of specific project deliverables, content development (reports/customized-new training curriculum).</p>	<p>\$186.75</p>
<p>CONSULTANT, SALES TCG Direct client interfacing; meeting notes, specific project deliverables, basic content development (reports/existing training content modification).</p>	<p>\$155.63</p>
<p>TECHNICAL SUPPORT, SALES TCG Analyst/Research, information review, information collection, data analysis, system reviews, Project plans, models, charts, graphs, spreadsheets Technical development, system design and technical support.</p>	<p>\$164.50</p>
<p>ADMINISTRATIVE AND/OR TECHNICAL SALES SUPPORT TCG Documentation and project coordination of travel, deliverables, and meetings.</p>	<p>\$103.40</p>
<p>WORKSHOP LEADERSHIP / FACILITATION, SALES TCG Facilitation of either a training and/or process workshop with designated members of client team.</p>	<p>\$293.75</p>

PROFILES INTERNATIONAL, INCORPORATED

PRICING FOR ASSESSMENTS AND SUPPORTING SYSTEMS

Description	Brand Name	Unit of Issue	Time of Delivery ARO	Price
<p>The PROFILEXT is a Web based individual assessment/survey of an individual's thinking and reasoning (Learning Index) that measures verbal skill, verbal reasoning, numerical ability, and numeric reasoning. Also profiles nine Behavioral Traits as well as six different areas of interest (Holland's). Used for Job Placement, Promotion Fit, Coaching and Self Improvement, Succession Planning, and Job Description Development. Takes approximately one (1) hour to complete. Results available immediately.</p>	ProfileXT	5-24	24 hours	\$50.00 ea
		25-49	24 hours	\$50.00 ea
		50-99	24 hours	\$30.00 ea
		100-299	24 hours	\$30.00 ea
		300-499	24 hours	\$30.00 ea
<p>The Profiles Performance Indicator is a Web based product that assesses individual behavioral tendencies in critical, job related competencies and provides suggestions for improving productivity, quality, initiative, teamwork, and problem solving. Takes approximately 15 minutes to complete. Results available immediately.</p>	Profile Performance Indicator	5-24	24 hours	\$37.00 ea
		25-49	24 hours	\$37.00 ea
		50-99	24 hours	\$37.00 ea
		100-299	24 hours	\$37.00 ea
		300-499	24 hours	\$36.00 ea
<p>Profiles Job Match Pattern Benchmark Development To establish a basis for determining how well an individual "Fits" a particular job, Profiles develops a Job Match Pattern or Benchmark for a particular position/job. This process entails the use of the ProfileXT to assess the top performers in a particular job and use their results in thinking and reasoning, behavioral characteristics, and occupational interests to establish a "Benchmark" This process is conducted by individuals trained by our staff PhD and is a rather complex procedure that ensures compliance with all regulatory requirements and provides for proper Job Fit and Placement.</p>	Benchmark Development	1 ea	3 Business Days	\$571.24

PROFILES INTERNATIONAL, INCORPORATED

Description	Brand Name	Unit of Issue	Time of Delivery ARO	Price
<p>The CheckPoint 360° Organizational Management Analysis is the instrument that evaluates an organization and provides extensive data regarding the overall alignment of the organization. The Organizational Management Analysis summarizes the information from all of the CheckPoint 360° individual feedback reports generated on the group selected. The report provides information that denotes the degree of alignment within the organization with the priorities established by management. It also provides an overview of the strengths and development areas of the managers and direction for the necessary skills training needed to improve their performance.</p>	CheckPoint 360°	1-10 People	5 Business Days	\$100.00 ea
	--	--	--	--
	Organizational Management Analysis	11-20 People	7 Business Days	\$108.00 ea
	--	--	--	--
	--	21-30 People	9 Business Days	\$120.00 ea
	--	--	--	--
	--	31-50 People	11 Business Days	\$140.00 ea
--	--	--	--	
--	50+ People	14 Business Days	\$160.00 ea	

PROFILES INTERNATIONAL, INCORPORATED

Description	Brand Name	Unit of Issue	Time of Delivery After ARO	Price
<p>The Profiles Organizational 360° evaluation product tool evaluates Self, Boss, Peers, and Direct Reports to help managers become more effective by evaluating eight universal management and leadership competencies and identifying areas that require further development and training. When an order is received the organization provides the names, relative positions, and e-mail addresses of the participants. Once the respondents have completed their portion of the evaluations, we will provide the written reports, color graphics, etc. within three (3) to five (5) business days.</p>	<p>CheckPoint 360° Feedback and Development System</p>	<p>1 Unit 1-10 People</p>	<p>48 hours</p>	<p>\$175.00</p>
		<p>----- 2-5 Units</p>	<p>----- 48 hours</p>	<p>----- \$130.00</p>
		<p>----- 6-24 Units</p>	<p>----- 48 hours</p>	<p>----- \$130.00</p>
		<p>----- 21-30 People</p>	<p>----- 48 hours</p>	<p>----- \$130.00</p>
		<p>----- 25-99 Units</p>	<p>----- 48 hours</p>	<p>----- \$130.00</p>
<p>----- 100+ Units 50+ People</p>	<p>----- 48 hours</p>	<p>----- \$130.00</p>		

PROFILES INTERNATIONAL, INCORPORATED

Description	Brand Name	Unit of Issue	Time of Delivery ARO	Price
<p>SkillBuilder training is a product that provides a series of comprehensive on-line training modules that focus on skills identified in the CheckPoint 360° as areas where the individual requires developmental improvement. This is a listing of modules:</p> <p>Listening To Others Processing Information Communicating Effectively Instilling Trust Building Personal Relationships Thinking Creatively Delegating Responsibility Taking Action Seeking Improvement Motivating Successfully Providing Direction Displaying Commitment Working Efficiently Working Competently Achieving Results</p>	SkillBuilder	5-24 Modules	48 Hours	\$50.00 ea
		---	---	---
		25-49 Modul es	48 Hours	\$50.00 ea
		---	---	---
		50-99 Modul es	48 Hours	\$48.00 ea
<p>The web based Profiles Team Analysis assessment generates reports that measure the attributes of each team member, showing team strengths and potential problem areas. Reports methods a leader can use to coach and train to maximize the performance of each member as part of the team. Areas Examined arc:</p> <p>Seeking Improvement Motivating Successfully Providing Direction Displaying Commitment Working Efficiently Working Competently Achieving Results</p>	Profiles Team Analysis	5-24	24 Hours	37.00 ea
		---	---	---
		25-49	24 Hours	37.00 ea
		---	---	---
<p>The Customer Service Perspective is a web-based assessment that compares an individual's perspective with the organization's customized Customer Service Perspective. It assesses behavioral characteristics, verbal and numerical proficiencies for job matching and</p>	Customer Service Perspective	5-24	24 Hours	\$59.00 ea
		---	---	---
		25-49	24 Hours	\$59.00 ea
		---	---	---
		50-99	24 Hours	\$59.00 ea

PROFILES INTERNATIONAL, INCORPORATED

<p>Customer Service Perspective Continued placement and coaching. The completed assessment generates a Placement Report, Coaching Report, Individual Report, and a Customer Service Perspective.</p>	<p>Customer Service Perspective</p>	<p>100-299 300-499</p>	<p>24 Hours 24 Hours</p>	<p>\$59.00 ea \$59.00 ea</p>
<p>The Step One Survey II assessment is a web based, pre-employment hiring tool that empowers hiring executives by providing essential information about job candidates' honesty, reliability, substance abuse, and work ethic. Using a structured interview process and an attitude assessment, the survey helps employers protect the organization's assets against theft, fraud, embezzlement, inefficiency, and other negative factors.</p>	<p>Step One Survey II</p>	<p>5-24 ----- 25-49 ----- 50-99 ----- 100-299 ----- 300-499 ----- 500-750 ----- 751-1000</p>	<p>24 Hours ----- 24 Hours ----- 24 Hours ----- 24 Hours ----- 24 Hours ----- 24 Hours</p>	<p>\$12.00 ea ----- \$12.00 ea ----- \$12.00 ea ----- \$12.00 ea ----- \$12.00 ea ----- \$12.00 ea</p>

PROFILES INTERNATIONAL, INCORPORATED

Description	Brand Name	Unit of Issue	Time of Delivery ARO	Price
<p>The Job Task Analysis (JTA) is used along with various other Profiles International assessments/surveys (as appropriate) to establish Job Pattern Benchmarks against which individuals can be measured for job fit. The Customer will complete the Job Task Analysis (JTA) and Profiles International will use the results in conjunction with survey data from other assessments to establish the Benchmark. This process can be accomplished in three (3) to five (5) working days contingent upon a prompt response to the JTA and completion of the assessments/surveys by the using organization.</p>	<p>Job Task Analysis to Build a Benchmark</p>	<p>1</p>	<p>3 to 5 Business Days</p>	<p>\$470.00 ea</p>
<p>The Profiles Sales Indicator (PSI) survey/assessment is web based and an excellent tool for identifying people with the attributes for success in selling or promoting items or activities. By measuring factors such as competitiveness, persistence, energy, and drive, this assessment helps an organization build a more productive and stronger sales/promotions force. The PSI takes approximately 20 minutes to complete and the resulting reports are immediately available.</p>	<p>Profiles Sales Indicator</p>	<p>5-24 --- 25-49 --- 50-99 --- 100-299 --- 300-499</p>	<p>24 hours --- 24 hours --- 24 hours --- 24 hours --- 24 hours</p>	<p>28.00 ea --- 28.00 ea --- 28.00 ea --- 28.00 ea --- 28.00 ea</p>

PROFILES INTERNATIONAL, INCORPORATED

Description	Brand Name	Unit of Issue	Time of Delivery ARO	Price
<p>The delivery vehicle used for all of Profiles International surveys, assessments, benchmarking, etc. is the Virtual Assessment Center or commonly referred to as Profiles On The Web (POTW). This is a unique web site maintained for each of our clients to use to administer all of the various activities related to our web based programs. This includes issuance of usernames and passwords, types of survey/assessments to be administered, completed, distribution of reports/results, access to Job Match Patterns and a direct link to the O*Net database. The client's site is maintained by Profiles International and available 24 hours a day, seven (7) days a week. Whenever we develop system improvements, they are immediately deployed and provided at no additional cost.</p>	<p>Profiles On The Web (POTW) Virtual Assessment Center</p>	<p>1 Site and up to 5 Users</p>	<p>24 Hours</p>	<p>\$100.00 ea</p>
<p>With Internet security issues as they are, Profiles has called on a leading Internet business to provide the most extensive and reliable confidentiality and system protection for our clients. In addition to our home-based system, Profiles is supported by duplicate systems in San Antonio, Texas and London, England. The multiple locations not only enhance security, but also provide worldwide load balancing, assuring that our clients' Virtual Assessment Centers are always online and available for use by thousands of users at a time. In addition to multi-site system redundancy, the latest encryption technology, an impenetrable firewall, a frequent backup schedule, and a multi-level guaranteed disaster recovery process guards our clients' data. In short, Profiles has taken every step possible to assure universal access, system reliability, and data protection. For additional information, see the Information Tech Hosting and Security Document in our Technical Proposal, Section IV.</p>	<p>---</p>	<p>Corporate Site (administrator and up to 15 locations</p>	<p>24 Hours</p>	<p>---</p> <p>\$500.00 ea.</p>
<p>With Internet security issues as they are, Profiles has called on a leading Internet business to provide the most extensive and reliable confidentiality and system protection for our clients. In addition to our home-based system, Profiles is supported by duplicate systems in San Antonio, Texas and London, England. The multiple locations not only enhance security, but also provide worldwide load balancing, assuring that our clients' Virtual Assessment Centers are always online and available for use by thousands of users at a time. In addition to multi-site system redundancy, the latest encryption technology, an impenetrable firewall, a frequent backup schedule, and a multi-level guaranteed disaster recovery process guards our clients' data. In short, Profiles has taken every step possible to assure universal access, system reliability, and data protection. For additional information, see the Information Tech Hosting and Security Document in our Technical Proposal, Section IV.</p>	<p>---</p>	<p>1 Site and up to 5 users annual hosting fee</p>	<p>N/A</p>	<p>---</p> <p>\$50.00</p>
<p>With Internet security issues as they are, Profiles has called on a leading Internet business to provide the most extensive and reliable confidentiality and system protection for our clients. In addition to our home-based system, Profiles is supported by duplicate systems in San Antonio, Texas and London, England. The multiple locations not only enhance security, but also provide worldwide load balancing, assuring that our clients' Virtual Assessment Centers are always online and available for use by thousands of users at a time. In addition to multi-site system redundancy, the latest encryption technology, an impenetrable firewall, a frequent backup schedule, and a multi-level guaranteed disaster recovery process guards our clients' data. In short, Profiles has taken every step possible to assure universal access, system reliability, and data protection. For additional information, see the Information Tech Hosting and Security Document in our Technical Proposal, Section IV.</p>	<p>---</p>	<p>Corporate Site annual hosting fee</p>	<p>N/A</p>	<p>---</p> <p>\$50.00 ea</p>

PROFILES INTERNATIONAL, INCORPORATED

Description	Brand Name	Unit of Issue	Time of Delivery ARO	Price
<p>LoyaltyPro™ enables you to convert customer feedback into knowledge and knowledge into action. LoyaltyPro™ is a web-based customer satisfaction survey tool that can track, assess, measure, and provide a clear overview and insight into your customer's loyalty, and risk of attrition. It offers organizations a tool to gather customer input, assess customer satisfaction, identify and analyze satisfaction "gaps," relationship issues, and value of the customer and most importantly become a resource to generate recommended "customer improvement action plans."</p>	Loyalty Pro	Level I <20 accounts	Within 30 days	License Fees -- 4,653.00 Hosting -- 3,384.00 Set-up and implementation -- 1,175.00
		----- Level II 21-50 accounts	----- Within 30 Days	License Fees -- 6110.00 Hosting -- 3,948.00 Set-up and implementation -- 1,833.00
		----- Level III >50 accounts	----- Within 30 Days	License Fees -- 7,990.00 Hosting -- 5,640.00 Set-up and implementation -- 2,350.00

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Description	Brand Name	Unit of Issue	Time of Delivery ARO	Price
<p>LoyaltyPro-TRM™ is a proactive web-based system than facilitates tenant retention by managing relationships and feedback during the term of the lease. Customized metrics provide in-depth feedback from every level of your tenant's organization and assigns a rating and an associated course of action to manage through critical tenant relationship issues to increase loyalty. The result is <i>enhanced tenant retention, an increase in cash flow, and a boost in asset value.</i></p>	LoyaltyPro-TRM	Level I <20 tenants	Within 30 Days	License Fees – \$4,653.00 Hosting – \$3,384.00 Set-up and implement – \$1,175.00
		----- Level II Cont	-----	License Fees – \$6,110.00 Hosting – \$3,948.00 Set-up and implement – \$1,833
		----- Level III	----- Within 30 Days	License Fees – \$7,990.00 Hosting – \$5,640.00 Set-up and implement- \$2,350.00

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Description	Brand Name	Unit of Issue	Time of Delivery ARO	Price
<p>XSalerator™ is a web-based system that provides opportunity management, sales forecasting, strategic account management, hi-value activity management, lead management, call reporting, and report generation. XSalerator™ provides a unique metric-based assessment approach and objective measurement of all aspects of the selling process. From scoring an opportunity's probability of close, to an algorithmic assessment that describes the value of your relationship network within an account or opportunity, to scoring a key account's risk of attrition, XSalerator™ will institutionalize your sales force with world class sales best practices that will provide immediate and long term revenue and profitability gains.</p>	XSalerator	1-100 ----- 100+	Within 30 Days	Set up (onsite process workshop) - \$6,063.00 User Fee - \$70.50 ----- Set up (onsite process workshop) - \$6,063.00 User Fee - \$61.00
<p>XSalerator-SAM™ is a web-based system that standardizes and supports the strategic account management process. It provides a unique metric-based assessment approach and objective measurements of all aspects of the process. From scoring an opportunity's probability of close, to an algorithmic assessment that describes the value of your relationship network within an account or opportunity, to scoring a key account's risk of attrition, XSalerator-SAM™ will institutionalize your strategic account management program with best practices that will provide immediate and long term revenue and profitability gains.</p>	XSalerator-SAM	Level I <20 billable users	Within 30 Days	Set up (onsite process workshop) - \$6,063.00 SAM Member User Fee - \$141.00 Team Member User Fee - \$47.00

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<p>XSalerator-SAM™ Continued</p>	<p>XSalerator-SAM</p>	<p>Level II 21-50 billable users Unit of Issue</p> <p>-----</p> <p>Level III >50 billable users</p>	<p>Within 30 days</p> <p>-----</p> <p>Within 30 Days</p>	<p>Set up (onsite process workshop - \$6063.00 SAM Member User Fee - \$126.50</p> <p>Team Member User Fee - \$42.30</p> <p>-----</p> <p>Set up (onsite process workshop - \$6,063.00</p> <p>SAM Member User Fee - \$103.40</p> <p>Team Member User Fee - \$37.60</p>
<p>Description</p>	<p>Brand Name</p>	<p>Unit of Issue</p>	<p>Time of Deliver y ARO</p>	<p>Price</p>
<p>Sales Effectiveness Training is a web-based survey that is taken by members of the sales organization at all levels. This metric determines how effective the sales program and individual employees are in terms of; process and methods, coaching, planning, skills, sales tool, products/services, rewards systems and compensation, and time optimization, all measured against sales best practices. The end result is a gap analysis that identifies gaps in the sales process, sales skills/training, methodology, tools, and time management. It can be used to development sales improvement plans (sales process, succession planning) for organizational and/or individual development.</p>	<p>Sales Effectiveness Rating</p>	<p>Level I <100 Sales People</p> <p>-----</p> <p>Level II > 100 Sales People</p>	<p>30 Days</p>	<p>\$5,405.00 with analysis</p> <p>-----</p> <p>\$7,050.00 with analysis</p>

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Description	Brand Name	Unit of Issue	Time of Delivery ARO	Price
<p>SAM Program Effectiveness Rating is a web-based survey that is taken by members of the strategic account management (SAM) program at all levels. This metric determines how effective the SAM program and individual team members are in terms of; infrastructure, process, best practices, account planning, skills, and tools / sales automation, all measured against account management best practices. The end result is a gap analysis that identifies gaps in the account management process, skills/training, methodology, tools, and time management. It can be used in the development of strategic account / improvement plans at the organizational and/or individual levels.</p>	<p>SAM Program Effectiveness Rating</p>	<p>Level I <50 SAMs ----- Level II > 50 Sales SAMs</p>	<p>30 Days -----</p>	<p>\$5,405.00 with analysis ----- \$7,050.00 with analysis</p>
<p>The Return On Investment Calculator is a web-based tool that supports TCG's value selling methodology of being able to convert and document value in economic terms. The ROI Calculator is based upon a defined set of Business Drivers (that which we impact) and Business Metrics (how we impact the drivers), that when assessed (algorithms take into account Economic Value / ROI Results, Drivers, Business Metrics, and historical, best, likely, and worst case scenarios), calculates key ROI data points.</p>	<p>ROI Calculator</p>	<p>1</p>	<p>30 Days</p>	<p>\$7,990.00 with 2-day process workshop</p>
<p>Activity Ratio Analysis. Frequently the sales process is pictured as a funnel-- wide at the top, narrower at the bottom. The sales person starts with a number of prospects and ends with a smaller number of closed sales. The shape of sales person's opportunity funnel determines how many suspects become closed sales. With the activity ratios we seek to answer the question - How many prospects become closed sales? The Sales Activity Ratio Analysis allows you to determine (or estimate) how many of each step is required to create one output for the following step and where your time is being spent and if you are making effective use of your time.</p>	<p>Activity Ratios</p>	<p>1</p>	<p>30 Days</p>	<p>\$7,990.00 with 2-day process workshop</p>

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Off-the-Shelf Training

Course Title	Number of Days	Min. # of Participants	Max # of Participants	Rate/Hr.
Profiles On The Web (POTW) Initial User Training <u>Description of Class</u> Introduces User to the Profiles On The Web (POTW) site that is unique to the User. Explains the various features available on POTW and provides the User with a guided tour of the features by explaining and demonstrating the features. Explains the methods of issuing user names and passwords along with types of reports available and how to properly distribute the generated reports.	2 Hours	1	4	66.43
Course Title	Number of Days	Min. # of Participants	Max # of Participants	Rate/Hr.
SMARTS Process Coach <u>Description of Class</u> SMARTS™ (TCG's flagship strategic account management program) is the next generation in Strategic Account Management and Servicing, aligning ourselves with those accounts that enable the future. There are three core programs that compose SMARTS™, the first of which is the Process Coach. The Process Coach is the most critical role in the SAM program. The Process Coach role may not be a person's number one internal accountability or responsibility.	1 Day	1	4	\$587.50

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<p>SMARTS Process Coach (continued)</p> <p>However, the role needs to be assigned to a key internal resource within the SAM organization – not necessarily a SAM - and identified as one of their highest priorities, if not the highest!</p>				
<p>Course Title</p>	<p>Number of Days</p>	<p>Min # of Participants</p>	<p>Max # of Participants</p>	<p>Rate / Hr</p>
<p>SMARTS Team Leader <u>Description of Class</u> SMARTS™ (TCG's flagship strategic account management program) is the next generation in Strategic Account Management and Servicing, aligning ourselves with those accounts that enable the future. There are three core programs that compose SMARTS™, the second of which is the Team Leader.</p> <p>During this workshop team leaders will learn how to lead strategic account teams that are assigned to manage those accounts that represent significant revenue and profit opportunities. Team leaders participate in exercises that include team building, executing “top-line” situational assessments, account relationship building and the coordination of strategies and tactics to address priorities within the account relationship.</p>	<p>2nd and 3rd Day Events</p>	<p>5</p>	<p>16</p>	<p>\$528.75</p>

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Course Title	Number of Days	Min. # of Participants	Max # of Participants	Rate/Hr.
<p>SMARTS Team Member</p> <p>Description of Class</p> <p>SMARTS™ (TCG's flagship strategic account management program) is the next generation in Strategic Account Management and Servicing, aligning ourselves with those accounts that enable the future. There are three core programs that compose SMARTS™, the third of which is the Team Member.</p> <p>Throughout this workshop, team members will learn unique methodology and team-based processes to facilitate the retention, acquisition and development of those accounts that represent significant revenue and profit opportunities. Participants will be exposed to real world case studies and collaborate as a team on transitioning from an account situational assessment through defining specific hi-value activities that align to account strategies that address account priorities.</p>	<p>2nd and 3rd Day</p>	<p>10</p>	<p>20</p>	<p>\$528.75</p>

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Course Title	Number of Days	Min. # of Participants	Max # of Participants	Rate/Hr.
<p>C-World</p> <p><u>Description of Class</u> The "C" World Program is designed to enable you and your team to execute senior level business relationships. Through "C" World, TCG provides participants with the business acumen, psychology background, and personal skills to master the creation, retention and development of complex senior level business relationships. "C" World educates your sales team on daily interests, demands, and expectations of "C" level executives. This knowledge will enable your sales team to reach, engage, and effectively penetrate those key relationships that significantly influence the buying process. Participants will leave the workshop with a true understanding of today's "C" level executive, and how to create, validate, and deliver real economic value to them.</p>	2 Days	10	20	\$528.75

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Course Title	Number of Days	Min. # of Participants	Max # of Participants	Rate/Hr.
<p>Negotiations</p> <p><u>Description of Class</u> This program is a skill building program that enables "WIN/WIN" outcomes for participants through the effective use of proven negotiating techniques and processes. Workshop goals include; establishing a process that enables two parties in disagreement to arrive at a "WIN/WIN" outcome, develop the skill competency to facilitate "WIN/WIN" outcomes based on differences in priorities, challenges and demands of two parties, and installing the appropriate checkpoints to ensure desired outcomes are met. Role plays and case studies are integrated into training exercise.</p>	2 Days	10	16	\$528.74

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Course Title	Number of Days	Min. # of Participants	Max # of Participants	Rate/Hr.
<p>Coaching Clinic</p> <p><u>Description of Class</u> TCG's Coaching program enables sales managers to learn and integrate leadership qualities, management skills, and coaching techniques into one on-going "coaching continuum". Specific modules focus on how to observe, set goals, motivate, appraise, train, develop, and effectively communicate. Sales managers will learn from the best by studying the best practices of successful leaders, managers, and coaches.</p> <p>Participants will learn the value of being effective leaders, managers and sales coaches. TCG will provide sales managers with the processes and techniques needed to improve sales performance beyond traditional number management. The program will also provide models, templates and action plans to incorporate into participant's daily sales coaching process. This 2-3 day workshop will provide</p>	2 days	10	16	528.75
<p>REAL/SP</p> <p><u>Description of Class</u> REAL/SP is a basic sales process and metric-based skills program. REAL/SP integrates the power of</p>	2 days	10	16	\$528.75

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<p><u>Real/SP</u></p> <p><u>Description of Class</u></p> <p>Continued</p> <p>a consultative selling process into new methods, techniques and best practices for relationship building and the alignment of current selling practices to current buying practices. Your sales team will learn the necessary skills to take prospects and opportunities through a comprehensive "problem to solution" process. REAL/SP involves integrating buyer knowledge; buying process, and relationship building into a tailored solution that aligns with your prospects personal, business, and technical needs. Improve overall sales efficiency and effectiveness through innovative selling concepts such as value linking, propositioning, sales cycle acceleration, hi-value activity management and delivering and validating ROI.</p>				
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Customized Off-the-Shelf Training

Course Description	Course Name	Number	Price	Available ARO
<p>SkillBuilder training is a product that provides a series of comprehensive on-line training modules that focus on skills identified in the CheckPoint 360° as areas where the individual requires developmental improvement. This is a listing of modules:</p> <ul style="list-style-type: none"> ● Listening To Others ● Processing Information ● Communicating Effectively ● Instilling Trust ● Building Personal Relationships ● Thinking Creatively ● Delegating Responsibility ● Taking Action ● Seeking Improvement ● Motivating Successfully ● Providing Direction ● Displaying Commitment ● Working Efficiently ● Working Competently ● Achieving Results 	SkillBuilder	5-24 Modules	\$50.00 ea	48 hours
		----- 25-49 Modules	\$50.00 ea	48 hours
		----- 50-99 Modules	\$48.00 ea	48 hours
		----- 100-299 Modules	\$45.00 ea	48 hours
		----- 300-499 Modules	\$45.00 ea	48 hours

City of San Antonio Bid Tabulation

Opened: November 19, 2010 For: Human Resources Pre-Employment Testing A1551-10			GSA Profiles International, Inc. 5205 Lakeshore Drive Waco, TX 76710 254-399-5716
Item	Description	Qty	
1	Pre-Employment Testing Services Price Per Year Total	1	\$31,200.00 \$31,200.00
	Estimated Annual Total		\$31,200.00
	Estimated Annual Award		\$31,200.00

WBS NO.	WBS NAME	G/L	G/L NAME	CURRENT PLAN VERSION 0	PLAN VERSION 0 REVISION/ Appropriation	REVISED PLAN VERSION 0
09-00014-04-03	Training	5201025	Education - Classes	\$48,990.00	-\$48,990.00	\$0.00
09-00014-01-01	Consulting Services	5201040	Fees to Pro	\$200,000.00	-\$200,000.00	\$0.00
09-00014-03-01	Temporary Labor Services	5201040	Fees to Pro	\$200,000.00	-\$106,826.00	\$93,174.00
09-00014-04-02	Hardware	5201046	Computer Hardware Maint	\$100,000.00	-\$100,000.00	\$0.00
09-00014-04-03	Training	5302010	Office Supplies	\$105.00	-\$11.00	\$94.00
09-00014-04-01	Software	5304075	Computer Software	\$449,877.00	-\$449,877.00	\$0.00
09-00014-05-04	Construction Capital Administratio n Cost	5402010	Cap Prog Admin Cost	\$1,028.00	-\$1,000.00	\$28.00
			TOTALS	\$1,000,000.00	-\$906,704.00	\$93,296.00

ATTACHMENT II