

# TIPS VENDOR AGREEMENT

Between \_\_\_\_\_ and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

### RFP 170602 Consulting and Other Related Services

#### General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

#### Definitions

**PURCHASE ORDER** is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

# Terms and Conditions

## Freight

If applicable, all quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

## Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

## Agreements

**All Agreements and agreements** between Vendors and TIPS Members shall strictly adhere to all applicable statutes and codes.

**Agreements for purchase** will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agent(s) of the purchasing TIPS Member.

## Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

## Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment made by a TIPS Member can only be made to the awarded Vendor or vendor assigned dealer.

## Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with TIPS under a TIPS Agreement.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

### **Renewal of Agreements**

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

### **Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

### **Shipments (If Applicable)**

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or, if applicable, the vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment

tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

### **Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

### **Pricing**

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available from the vendor to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

### **Participation Fees**

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to Tips Members utilizing a TIPS awarded contract. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

1. **Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members under this agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

- 2. Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

### **State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

### **Miscellaneous**

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

### **Purchase Order Pricing/Product Deviation**

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

### **Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member.

### **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS Agreement Number". Order is emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

- Awarded vendor delivers goods/services directly to the participating Member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating Member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report otherwise).

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## **Supplemental Agreements**

The TIPS Member and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

### **INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:**

**ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.**

## **Licenses**

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

## **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

## **Site Requirements (Only when applicable to service or job)**

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Smoking**

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

### **Invoices**

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

### **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

### **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

**Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

**Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

**Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

**Acceptance of work by TIPS Member**

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

**Support Requirements**

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

**Incorporation of Solicitation**

The TIPS Solicitation, Request for Proposals, Request for Qualifications or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

See next page

## Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

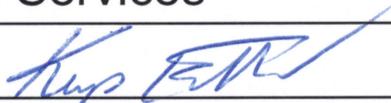
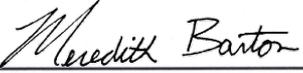
- **Agreements:** All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
  - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a breach of this agreement terms and conditions and will result in termination and rescission of this agreement and removal of the Vendor from the TIPS Program.
  - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within two (2) business days.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1<sup>st</sup> of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.
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**Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.**

**Page 11 of 11 will be the TIPS Vendor Agreement Signature Page**

# TIPS Vendor Agreement Signature Form

RFP 170602 Consulting and Other Related Services

Company Name iSphere Innovation Partners LLC  
Address 363 N. Sam Houston Pkwy. Suite 1100  
City Houston State TX Zip 77060  
Phone 800-210-3215 Fax 877-381-5449  
Email of Authorized Representative kfuller@isphere.net  
Name of Authorized Representative Kemp Fuller  
Title Director, Consulting Services  
Signature of Authorized Representative   
Date 07-20-2017  
TIPS Authorized Representative Name Meredith Barton  
Title Vice-President of Operations  
TIPS Authorized Representative Signature   
Approved by ESC Region 8   
Date August 24, 2017

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Contracts Support	Contact
Phone	(903) 575-2689	Department		Department
Fax		Building		Building
Bid Number	170602 Addendum 1	Floor/Room		Floor/Room
Title	Consulting and Other Related Services	Telephone	(866) 839-8477	Telephone
Bid Type	RFP	Fax	(866) 839-8472	Fax
Issue Date	6/1/2017 09:00 AM (CT)	Email	bids@tips-usa.com	Email
Close Date	7/31/2017 03:00:00 PM (CT)			

## Supplier Information

Company iSphere Innovation Partners LLC.  
 Address 363 N. Sam Houston Parkway E.  
 Suite 1100  
 Houston, TX 77060  
  
 Contact  
 Department  
 Building  
 Floor/Room  
 Telephone (800) 210-3215  
 Fax (877) 381-5449  
 Email  
 Submitted 7/20/2017 03:03:38 PM (CT)  
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Kemp Fuller

Email kfuller@isphere.net

## Supplier Notes

Thank you for taking the time to review our response. Please see our website for any additional information at [www.isphere.net](http://www.isphere.net)

## Bid Notes

## Bid Activities

## Bid Messages

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**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	iSphere Innovation Partners
6	Primary Contact Name	Primary Contact Name	Kemp Fuller
7	Primary Contact Title	Primary Contact Title	Director, Consulting Services
8	Primary Contact Email	Primary Contact Email	kfuller@isphere.net
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8002103215
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8773815449
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2144774766
12	Secondary Contact Name	Secondary Contact Name	Cathy Ball
13	Secondary Contact Title	Secondary Contact Title	Director of Sales
14	Secondary Contact Email	Secondary Contact Email	cball@isphere.net
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2812174670
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8773815449
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2812174670
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Regina Kasowski

19	Admin Fee Contact Email	Admin Fee Contact Email	accounting@isphere.net
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8002103215
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Kemp Fuller
22	Purchase Order Contact Email	Purchase Order Contact Email	tips@isphere.net
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8002103215
24	Company Website	Company Website (Format - www.company.com)	www.isphere.net
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	76-0650509
26	Primary Address	Primary Address	363 N. Sam Houston Pkwy. Suite 1100
27	Primary Address City	Primary Address City	Houston
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	77060
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	IT Consulting, Staffing, Programming, Network, Security, technology, technician
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds? (Non-Construction)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:  (A) has its principal place of business in Texas;  OR  (B) employs at least 500 persons in Texas?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Houston
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX

35	Felony Conviction Notice:	<p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>Following is an example of a felony conviction notice:  State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony.</p> <p>The notice must include a general description of the conduct resulting in the conviction of a felony."  Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."</p>	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	Not Applicable
39	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	10%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. The Vendor fee percentage or as specified or designated in the RFP document is agreed. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes

44	Start Time	Average start time after receipt of customer order is ____ working days?	5
45	Years Experience	Company years experience in this category?	17
46	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	Yes
49	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:  1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)
50	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686  You may find the Blank CIQ form on our website at:  Copy and Paste the following link into a new browser or tab: <a href="https://www.tips-usa.com/assets/documents/docs/CIQ.pdf">https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</a>  Do you have any conflicts under this statutory requirement?	No
51	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	No
52	Regulatory Standing	I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.	Yes
53	Regulatory Standing	Regulatory Standing explanation of no answer.	Not Applicable

54 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## Instructions for Certification:

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and / or debarment.

56 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

57 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.  
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.  
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).  
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)  
USDA is an equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

- 58 2 CFR PART 200 Contract Provisions Explanation (No Response Required)
- Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:
- The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.
- The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.
- In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- 59 2 CFR PART 200 (A) Contracts Yes
- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- Does vendor agree?
- 60 2 CFR PART 200 (B) Termination Yes
- Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
- Does vendor agree?

61	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
63	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

64	2 CFR PART 200 Federal Rule (12)	<p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
65	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

66 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

67 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

68 Remedies Explanation of No Answer

Not Applicable

69	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
71	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
72	Alternative Dispute Resolution Explanation of No Answer		Not Applicable
73	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

74	Infringement(s) Explanation of No Answer		Not Applicable
75	Acts or Omissions	The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor. Do you agree to these terms?	Yes, I Agree
76	Acts or Omissions Explanation of No Answer		Not Applicable
77	Contract Governance	Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.	Yes
78	Payment Terms and Funding Out Clause	Payment Terms: TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.  Funding Out Clause: Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body. See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?	Yes

79 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:  
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

81 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes

82 Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	Not Applicable
83 Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
84 Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	Not Applicable

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Line Items

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Response Total: \$0.00

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RFP 170602 Consulting and Other Related Services

**Certification Regarding Lobbying**

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Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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\_\_\_\_\_  
Name/Address of Organization

\_\_\_\_\_  
Name/Title of Submitting Official



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

**Complete only one of the three below: A or B or C.**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

**Official:** \_\_\_\_\_  
**Print Authorized Company Official's Name**

**A.** My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

**Signature of Authorized Company Official:** \_\_\_\_\_

**OR**

**B.** My firm is not owned nor operated by anyone who has been convicted of a felony:

**Signature of Authorized Company Official:** \_\_\_\_\_ 

**OR**

**C.** My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

You may attach another sheet

**Signature of Authorized Company Official:** \_\_\_\_\_

**CERTIFICATION BY CORPORATE OFFERER**

RFP 170602 Consulting and Other Related Services

**IF OFFERER IS A CORPORATION,**

**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.**

**OFFERER:** \_\_\_\_\_  
(Name of Corporation)

I, \_\_\_\_\_ certify that I am the Secretary of the Corporation  
(Name of Corporate Secretary)

named as OFFERER herein above; that

\_\_\_\_\_  
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

\_\_\_\_\_  
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
CORPORATE SEAL if available



\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful?** (Circle one)

**YES or NO**

**2. If yes, do you agree to comply with the following federal requirements?** (Circle one)

**YES or NO**

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name \_\_\_\_\_

Print name of authorized representative \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_ 

Date \_\_\_\_\_

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

**I DO NOT desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

\_\_\_\_\_  
Name of company claiming confidential status of material

\_\_\_\_\_  
Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

\_\_\_\_\_  
Address City State ZIP Phone

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL  
RFP 170602 Consulting and Other Related Services

**Express Waiver: I desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

\_\_\_\_\_  
Name of company expressly waiving confidential status of material



\_\_\_\_\_  
Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

\_\_\_\_\_  
Address City State ZIP Phone

RFP 170602 Consulting and Other Related Services



**iSphere Company Profile**



#### *ABOUT ISPHERE*

iSphere is a Texas-based IT services firm that partners with public- and private-sector clients to provide resources needed for clients to meet critical IT and business goals. George Walker founded the company in 2000 and after 17 years in business, iSphere is known for an unflinching work ethic, passion for good service, and industry technology experience.

Mr. Walker has more than 25 years' professional IT industry experience. His primary professional skills have focused on consulting with organizations to provide and support IT initiatives that enable clients to meet their business objectives. His experience within the industry encompasses business development, staff management and training, internal and external recruiting, organizational development, client service delivery, and developing processes to insure repeatable client satisfaction. Prior to founding iSphere, Mr. Walker held a number of progressively responsible positions within the industry ranging from Recruiting Management positions to his most position as the Vice President for a regional IT consulting firm. In this position, Mr. Walker had overall responsibility for the company's Houston and Atlanta branches representing approximately \$15 MM in combined revenues and over 160 employees.

iSphere has grown rapidly since formation, achieving significant growth every year since its inception. Our diverse client base includes state and local governments, K-12 school districts, Fortune 500 enterprises, and small- to mid-size businesses. As corporate and government solution strategists and architects, iSphere provides innovative products, professional services, and staff to help public- and private-sector clients achieve their goals and transform their technology driven business models.

From a broader viewpoint, a summarization of our Differentiators / Value-added Capabilities includes the following:

- Depth of experience in IT operations, as well as the Texas market
- Project management experience and qualifications
- Quality and speed of response
- Outstanding level of customer service
- Honest & direct relationships with our clients

The internal staff of our company has a wealth of experience in the IT industry in Texas ranging from recruiters with more than 20 years of dedicated IT recruiting experience to senior management with a career history of building and running regional IT consulting firms specializing in custom application / infrastructure development with a Fortune 500 and government client base.



As Corporate and Government Solutions strategists and architects, iSphere provides innovative products, professional services, and staff to help private and public sector clients achieve their goals and transform their technology driven business models. Clients partner with us to deliver successful business-IT strategy, top technology systems and bright IT talent. Just some of the reasons companies turn to iSphere include:

- Raising enterprise effectiveness.
- Restructuring to increase productivity.
- Maximizing existing IT investments.
- Developing technology strategies and applications to enhance business performance.
- Building new internal teams.

No matter what your need, we always put performance excellence and client satisfaction first.

#### *Plan, Build, Manage*

Partners for more than a decade to the energy and financial trading, healthcare, education, and government sectors, iSphere's team of skilled consultants are experts at solving business and technology challenges with advanced IT solutions. Our consulting services are focused around four key areas:

- **Strategy & Planning** - Strategically designing IT solutions in partnership with business and technology leaders and managing integration into effective solutions.
- **Applications** - Developing, testing and launching world-class applications and systems.
- **Infrastructure** - Building, supporting, and maintaining technology networks, systems, and tools.
- **Governance** - Ensuring optimal performance and minimum risk for business and technology environments and systems.

#### *Creative Problem Solvers*

With an unflinching work ethic, a loyal team, an average 15 years' industry experience per staff member, and a passion for innovative service and solutions, our clients know they can depend on iSphere. Our keys to success are:

- **Listen Intently.** We hear what our clients have to say, not what we want to hear. We diligently listen to our clients' circumstances, digging deep into their



challenges and opportunities to make sure we understand the full scope of the situation at-hand.

- **Bring Ideas to the Table.** By maximizing our collective team experience, we think out-of-the-box and deliver consultation for precise project development and execution.
- **Produce Results.** iSphere's clients' goals are our goals. We settle for nothing less than project excellence and goal-meeting results, and never think twice about going the extra mile to get there along the way.

### *Unmatched Standards*

Clients benefit from our interest in developing long-term relationships and becoming our clients' go-to resource. As a result of our high service standards, iSphere clients have come to expect:

- Teams committed to finishing projects on time and above expectations.
- Resourceful, big picture problem solvers with greater insights into performance and operations.
- Excellent follow up and reporting on every project.

### *ISPHERE MANAGEMENT TEAM*

iSphere has a variety of diverse resources on its management team. These resources are used where appropriate with the various clients that we serve. iSphere's management team will minimally consist of two key individuals in an oversight capacity: Mr. Kemp Fuller, and Ms. Cathy Ball. Other staff members are used where appropriate over the lifespan of our accounts. A brief bio of each management team member's expertise and qualifications is provided below.

#### **Kemp Fuller, Director Consulting Services**

Mr. Fuller brings more than 25 years' consulting and inter-networking experience to iSphere. Early in his career, he performed many intensely technical roles on mainframe systems as well as PC based systems and networks. His technical experience has focused on internetworking large and small systems for clients worldwide. He has performed roles leading technical teams for clients seeking to implement technical solutions that further their business goals. He was a practice director for Trendec prior to serving as iSphere's consulting service director, and prior to joining Trendec, a Regional Delivery Manager responsible for the operations of infrastructure consulting firm Netigy. He was a founder of Lucent Technologies Network Consulting Group, where he was instrumental in building a worldwide consulting practice from the ground up, and worked a variety of consulting assignments for Andersen Consulting (Accenture) and EDS (HP Enterprise Services). He will have overall delivery responsibility for the engagement.



### **Cathy Ball, Director of Sales**

Ms. Ball has more than 17 years' experience selling technology-related consulting services to Education and State and Local Government accounts. Prior to her sales experience, Ms. Ball spent eight years working as a legislative aid working with representatives from the Texas House of Representatives and Texas Senate as well as working with other lobbying firms and also acting as a liaison with firm's clients. With iSphere, Cathy has been responsible for assisting clients with more than \$60M in technology projects in the public sector (K-12, higher education, and state agency) accounts in the last 16 years. She is responsible for generating leads, new business sales, maintaining client relationships, and working with alliance partnerships to create new leads/sales. She will be our sales representative contact.



## *WHY ISPHERE? - OUR RELEVANT PUBLIC SECTOR EXPERIENCE*

iSphere has worked extensively with—and consulted to—Texas Public Sector institutions for more than a decade. We most often serve at a high level working with administrations and other leadership groups to implement and manage project rollouts across the districts. Some of our other recent education project work is as follows:

### *Texas Education Agency*

iSphere was a lead change agent for the TSDS initiative helping TEA leaders effectively communicate to legislators, districts, and agencies. Our consultants worked closely with the executive committee to formulate and coordinate communication plans, presentations, and other deliverables necessary to enable the agency to implement the changes to the TSDS initiative. The Michael and Susan Dell Foundation partially funded this project.

iSphere assisted TEA leadership by providing project governance related to the TSDS initiative by identifying and categorizing all data governance issues in the project. We then identified a specific governing body for each issue and a process for resolving issues. Where established processes were in place, those processes were vetted and gaps identified. iSphere documented these requirements into an actionable plan for TEA leadership.

iSphere worked extensively with TEA and Texas school districts to define reporting for the TPIER and TSDS initiatives. Our consultants, sifting through district needs and requirements, enabled TEA to understand better the needs of the districts so that we could develop many new reports that TEA made available to the districts. Following the initiative, new longitudinal reports were created.

### *The Michael and Susan Dell Foundation*

iSphere project teams worked with a state education agency supporting the Educational Service Centers in the roll out the new Student Dashboard Systems to local education agencies. This project team provided ETL, database loading/troubleshooting and general support as well as provided training and consulting services to these service centers. This team works not only with the State Agencies but also their development partners to coordinate service center onboarding efforts for this roll out.

### *Houston ISD*

iSphere's project teams are at the core of HISD's eShars application - an on-line Medicaid School reimbursement program for Special Education students. The eShars



application is predominantly a .NET-based application that iSphere had a critical role in designing and constructing. More information about the program can be found at <https://mfcs.houstonisd.org/SHARSPortal/DesktopDefault.aspx> .

iSphere project teams are working with HISD in the management and development of the TADS Program. TADS, the Teacher Appraisal and Development System, is the central core of managing evaluations. The iSphere team has been instrumental in working from requirements through implementation of the current system which has the following core features:

- Creating feedback and development documents including teacher development plans, feedback forms, and conference forms
- Reviewing feedback and development documents including teacher development plans, feedback forms, and conference forms
- Acknowledgment of feedback and development documents including teacher development plans, feedback forms, and conference forms

iSphere oversaw the upgrade of HISD's SAP and Chancery systems in late 2013. The deliverables were all materials required to initiate the SAP and Chancery systems hardware required to successfully upgrade their infrastructure. To produce the Purchase Order(s) the following HISD standard document templates will be completed to HISD standards. Approved purchase orders for the hardware were in place before end of day December 20, 2013. The following are the documents and work that was required to gain purchase order approval. This list is not all inclusive of minor activities to support the process, but these are the substantial intermediate documents and activities.

- Development of the Project Scope and Project Charter
- Development and continuous refinement of a detailed project schedule with resource assignment and Estimate to Completes (ETCs) to the detailed task level initially focused on all aspects required to purchase equipment, then development of the implementation plan
- Develop Project Requirements through facilitation with HISD IT technical (Infrastructure, Security, Operations) and Business Solutions personnel
- Develop Project Technical Requirements through facilitation with HISD IT Technical Resources. This includes facilitating / ensuring creation and completion of technical architecture, server and system layouts and appropriate configurations. These efforts will include the identification of virtual server requirements, transition planning, test plan and test case development to ensure that the applications are virtualized appropriately.
- Develop an inventory of applications / systems on equipment that are to migrated to new hardware. This should include the capture of any purchase license information required for reutilization on the new equipment.



- Develop test plans / test cases to ensure success of applications from old hardware to new hardware
- Request / ensure requests are made for appropriate vendor quotes
- Develop risk plan with mitigation actions
- Develop base Change Controls supporting migration plan
- Production of a project status update each Friday afternoon
- Conduct project team meetings on a bi-weekly basis at minimum
- Request creation of the purchase order(s) by the appropriate Technical or Business Solutions resource
- Follow purchase order(s) process through the approval chain and escalate as required to ensure that the purchase order(s) are approved by the deadline.

iSphere project teams are working with HISD in the management and implementation of Voice over IP for the District.

iSphere teams worked with HISD to migrate Windows XP devices to Windows 7 by a deadline of August 2014. We were in charge of; scheduling, monitoring, risk identification / mitigation and providing leadership skills for the project to complete migration of HISD's pc fleet to a supported platform.

#### *Ft. Bend ISD*

iSphere was engaged by the District, to provide project management and advisory services for several in-flight projects. These implementations included integration and configuration of a web-based solutions for both instructional and assessment needs. The areas of focus included but not limited to:

- Standards Management including the ability to add District objectives
- Curriculum Management capturing the District's frameworks and terminology
- Classroom and Collaborative Services including District curriculum ('Lead and Learn' series)
- Instruction and Planning Services according to District defined models
- Testing and Assessment Requirements including the ability to administer benchmark tests using the following methods: test online, scan sheets, plain paper scan sheets, teacher entered scores, and/or response pads ("clickers")
- Assessment Reporting
- Reporting and Analysis
- Data Analysis
- Decision Support Systems
- Training District Resource Leads utilizing a "Train-To Trainer" Model



We were responsible for vendor management, project planning, execution and served as the executive leadership primary communication point for this initiative.

In addition, iSphere consultants managed the district's Student Information System (SIS) implementation and all its configuration, data / data extraction, integration, reporting, QA / testing and help desk support functions. The above mentioned work seamlessly aligned with the District's vision and goals and supported the effort for student achievement.

### *Ysletta ISD*

iSphere has participated in many successful projects over the years. One of our most successful projects in the K-12 arena is the success we achieved at Ysletta ISD. Ysleta ISD asked iSphere to act as Project Manager for Year 2 of a phased implementation of a new Student Information System: Courselinks. At the time, Courselinks was a new product in the SIS marketplace, Ysleta ISD was in the process of not only managing the issues associated with implementing a brand new product, but also following through with defining, specifying and testing a number of required functionality items from the original RFP that were not in the base product.

During this second year of implementation, we had another challenge occur; the company responsible for developing the SIS software was purchased, and before the end of the project, they announced that Courselinks would be sunsetted. Accordingly, iSphere spent the final phase of the project implementation managing the development of a migration plan to another new SIS. Because of the thorough planning and subsequent gap analysis completed by the iSphere Project Manager during the course of the year, Ysleta ISD was able to migrate to a 2nd SIS product in a two-year period with no disruption in service and no additional costs.

### *Dallas ISD*

Beginning in 2002, Dallas ISD asked iSphere consultants to assist the district with time and attendance issues helping them provide an auditable means of time tracking for the District. This effort resulted in the development, integration, implementation, and maintenance of the Biometric Time and Attendance system which went live in 2003. This system has greatly expanded over the years and iSphere continues to maintain it in production today, a decade after it was first conceived.

We also have an ongoing technology staffing contract with DISD with which they can draw on iSphere's experienced pool of technology resources to fill their needs for technology staff.



## *Austin ISD*

In 2009, AISD embarked on a districtwide Student Information System (SIS) implementation project to replace their existing SIS software. As part of the transition, AISD went through a dual enrollment period where the newly selected SIS software ran parallel with their existing software for five-months prior to the launch in order to work out any glitches and ensure a smooth final conversion. In the midst of the project, AISD's internal project manager ended his employment with the district. AISD was in a difficult situation, not only because of the breadth and complexity of the project, but because of extreme time constraints. AISD's existing SIS vendor was eliminating the software immediately following the five-month transition period. Further compounding the situation was the fact that the SIS software was used to report student attendance numbers, which directly influenced the amount of state funding AISD receives. If the reporting was not accurate, AISD was at risk of losing critical funding.

AISD contacted iSphere for their project management expertise due to iSphere's solid reputation and tremendous IT industry knowledge as well as their previous exposure within the Texas education system and prior successful execution of AISD projects.

To execute the conversion from AISD's former SIS system to the new system, iSphere worked with nearly 150 people within the district and outside to get everyone on the same page, gain consensus, document agreed upon tasks and execute on all of the mini projects that made the whole. Specifically, iSphere:

- Reviewed project documentation and met with the SIS manager to ensure full understanding of immediate, weekly, first-month, and the first three-month's goals.
- Gathered input from the core conversion team, created a comprehensive conversion plan, and gained group approval. The final plan consisted of 50-75 steps, none of which had room for failure.
- Continually gained consensus among the group by taking advantage of the pockets of expertise within the AISD technology department to influence this project, rather than managing in a silo capacity.
- Performed gap analyses on existing applications to determine areas that required fine-tuning from the old system in order to run on the new system.
- Created a system for non-stop scenario testing during the four-month dual enrollment period, prior to going live with implementation.
- Ran final validations for two weeks prior to the "go-live" date when AISD would start to take attendance into the system.

AISD started the 2010 school year with a new SIS that was fully converted and running error-free. iSphere met the aggressive deadline on a project that typically takes at least six months and accomplishing it in four. As a result, AISD was able to generate



accurate reporting and receive state funding from the start. Beyond helping AISD overcome all of its challenges with the SIS project, some additional accomplishments include:

- All eight external applications, which were unique to the respective departments within the school district, e.g., the food service department, now interfaced with the new SIS.
- All custom internal applications written for specific functions within the school district--such as discipline, instruction management, and special education--were all mapped in the new system and functioning properly.
- Each query and report that end users were accustomed to using in their former system was defined and mapped to run in the new SIS, a process that typically takes six months but was successfully finished in three.

Additionally, iSphere led the deployment of an enterprise data warehouse. The project was highly visible and involved the coordination of diverse stakeholders, multiple systems, and varied interests. iSphere was able to bring all parties together to achieve shared success and deliver the project under its original budget. The project demanded integration of multiple data sources, data scrubbing and validation, and real-time XML links to production data sources. AISD continues to build upon this initial success to implement robust data governance and to achieve the key program objectives reaching more than 10,000 end users.

*Additional Organizations we have worked with over the years*

The following are just some of the organizations that have placed their trust over the years in iSphere's Consultants to help them achieve their goals.



**Austin**  
Independent School District



**Houston**  
Independent School District

**Dallas**  
Independent  
School  
District



THE UNIVERSITY OF TEXAS  
**MD ANDERSON**  
CANCER CENTER

**TEA**<sup>TM</sup>  
TEXAS EDUCATION AGENCY



**KELLER**  
INDEPENDENT SCHOOL DISTRICT

**Port Arthur**  
Independent School District

**MISD**  
Mansfield Independent School District

**CYPRESS FAIRBANKS**  
INDEPENDENT SCHOOL DISTRICT  
LEARN • EMPOWER • ACHIEVE • DREAM

**FBI**SD  
INSPIRE • EQUIP • IMAGINE



**reliant**<sup>®</sup>  
an NRG company

**Schlumberger**

**Apache**



**BAKER**  
**HUGHES**

CASE STUDY:  
CFISD

## PROJECT AT-A-GLANCE

- > Cypress-Fairbanks Independent School District (CFISD) engaged iSphere to provide a project framework to support their \$90,000,000 Technology Bond for IT infrastructure improvements across the district.
- > The strategic framework for managing the 2014 Bond Technology Infrastructure projects required the conception of a high-level infrastructure, definition and development of vendor management processes, internal staff training, SharePoint design, Office 365 training, as-well-as external vendor training, management, and portal design.
- > The district's fast-paced, agile approach required daily monitoring as the tenants of the IT improvement goals constantly evolved.

iSphere's team managed projects, vendors, and executive reporting to ensure Cypress-Fairbanks Independent School District's \$90,000,000 bond and e-rate funded technology upgrade moved forward in a timely and cost-effective manner.

## Transformational Technology at Cypress-Fairbanks Independent School District

### THE CLIENT

CFISD is the third-largest school district in Texas and the 25th largest in the nation. And within Harris County it is the second-largest district in terms of student enrollment—second only to Houston ISD. In fact, companies transferring personnel to the Houston area often recommend the district as a desirable one in which to educate their children.

Over the years, this phenomenal growth called for the passage of a number of bonds in order to build more facilities to accommodate the increasing student population. The objective of the District's most recent bond was to fulfill the needs of the long range technology goals set out by the Texas Education Agency and the District's own internal planning committee.

### THE CHALLENGE

CFISD undertook an improvement plan for managing their Technology Bond projects which eventually gave rise to a strategic framework touching every facet of their infrastructure.

- Enterprise High Speed Wireless
- Network Infrastructure
- Cabling, Power, Air Conditioning
- Data Center Upgrades
- Administrative Staff Technology
- Technology for New Schools
- Instructional Technology

This expansive public bond and e-rate funded technology transformation would eventually result in designing an architecture that fulfilled the district's needs through the year 2020.

### THE SOLUTION

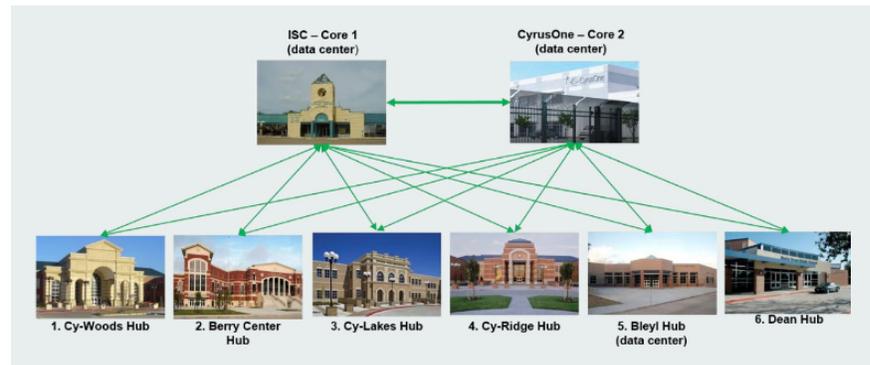
The projects required introducing the district IT staff to industry best practices for program and project management, and then adapting those principles to their internal culture. As the bulk of the projects kicked-off, iSphere brought in a team of three experienced program managers to assist with developing individual Project Charters, Change Management and Vendor Management processes. iSphere facilitated program level meetings communicating roles and responsibilities to over 15 vendors which included the review of assumptions, requirements, and scheduled activities.



The iSphere project managers were responsible for program metrics, forecasting, and tracking vendor milestones. Throughout the engagement, they shared project management best practices and provided guidance with SharePoint and the Microsoft Office suite. Additionally, the iSphere team trained vendors on how to adjust their own reporting to use the district's existing reporting standards.

With the processes in place, more vendors were on-boarded with their own project managers and the iSphere team adapted to accommodate the new members. Ultimately, the bulk of iSphere's work was on two bond goals, Goal Three and Goal Five.

Goal Three upgraded network cabling, fiber optic connectivity, power, and network closets in the schools, service centers, hub connections, and data centers. Goal Five was to replace the district's telephone system with Voice over Internet Protocol (VoIP).



## ABOUT iSphere

iSphere is a Texas-based IT services firm that partners with clients to provide the necessary resources to meet critical IT and business goals. Partnering with our clients, we always put performance excellence and client loyalty first.

### Contact Information

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info@isphere.net



[www.isphere.net](http://www.isphere.net)

## THE RESULTS

According to the State of Texas Long-Range Plan for Technology the district's long-term goal is, "Developing a plan for educational technology through 2020 requires systematic planning and step-by-step strategies implemented over time to make the vision a reality."

The iSphere team managed projects, vendors, and executive reporting to ensure Cypress-Fairbanks Independent School District's \$90,000,000, bond and e-rate funded, technology upgrade move forward in a timely and cost-effective manner.

Our project managers created and executed schedules to meet frequently changing requirements; were responsible for day-to-day operations for this large-scale IT transformation project. They coordinated activities between the District personnel and vendors for implementation of several hundred Cisco Catalyst switches, over 8,500 Aruba wireless access points in classrooms, and over 300 miles of network cabling in 100 schools. They served as central point of contact for internal team and vendor business reviews which included risk analysis that explained significant milestones important to their projects; managed stakeholders and executive communication with the CTO and Directors to drive team alignment, which included daily and weekly updates.

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# CASE STUDY

## StudentGPS™

### Dashboards

### Solution

Texas Education Agency  
Austin, TX

**2013 - 2015**

Public schools generate, manage and report student data, but as state and federal requirements and expectations have increased, so has the amount of data. TEA has one of the largest education databases in the world.

**Customer Profile:** The Texas Education Agency (TEA) oversees 1,247 public school districts, open enrollment charter schools, juvenile justice districts, Texas School for the Blind and Visually Impaired, and Texas School for the Deaf. More than 5 million students are currently enrolled in Texas schools.



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**“Transforming education through teacher access to meaningful data is more powerful than one can imagine.”**

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**CHALLENGE:** Every school district, school, and classroom teacher in every state faces similar challenges when it comes to maintaining, accessing and reporting data. Education produces a tremendous amount of data, including, but not limited to, identity data, financial data, system-wide data (i.e., grades, attendance, disciplinary records), content data, assessment data, inferred student data (concepts students know and at what proficiency

level), just to mention a few data types. The focus of this case study is on student data. Prior to this project, Texas teachers did not have access to meaningful real-time student data.

**VISION:** Texas Education Agency needed to find a solution that would reduce the data collection burden on Texas school districts and charter schools, while putting real-time performance oriented dashboards in the hands of educators to improve student achievement. Just as important to TEA, was to improve education data collection and technical support.



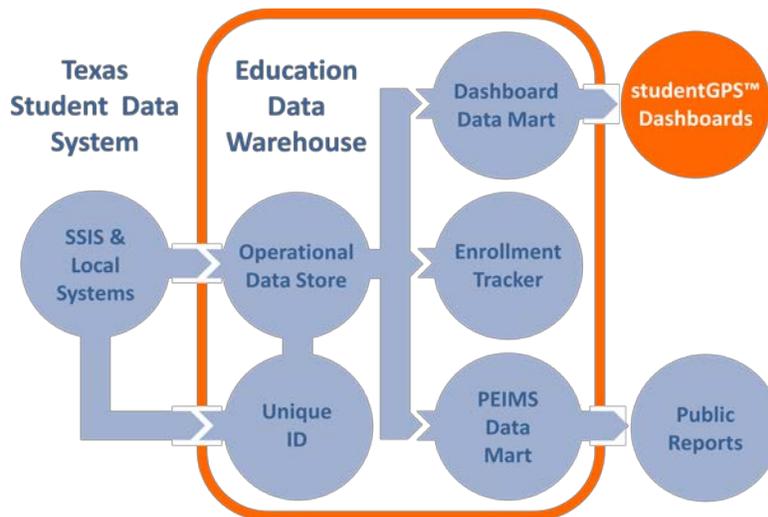
**SOLUTION:** Partnership was, and is, the *foundation* for this solution. The **Texas Education Agency** partnered with the **Michael and Susan Dell Foundation** (MSDF), **Double Line Partners** (DLP), and **iSphere** (a Texas-based IT consulting and IT staffing services company, well known and respected in the education industry), to design, deploy and support a student data dashboard system - **studentGPS™ Dashboards**.



**What are studentGPS™ Dashboards?** They are an easy-to-use collection of reports and metrics, designed by Double Line Partners, that provide educators with access to historic, real-time, and predictive information on their students, helping them to monitor vital student information and assess student performance - saving teachers time, school districts money, and most important, improving student outcomes and achievement.

**The studentGPS™ Dashboards are an optional user interface to the voluntary data that is stored in the TEA Dashboard Data Mart (DDM).**

The Texas Student Data System (TSDS) Education Data Warehouse (EDW) provides a single data repository that feeds all data collections, including studentGPS™ Dashboards. The data includes required data that districts must upload to TEA's Public Education Information Management System (PEIMS), as well as other standardized test scores that districts may choose to load. Each Texas school district may opt to use the studentGPS™ Dashboards based on the needs of their educators. Data that is accessible to a district's educators is uploaded by the district from its local systems into the Operational Data Store (ODS) and stored in the EDW's Dashboard Data Mart. The data is then aggregated and calculated to display actionable reports in the dashboards. .



## IMPLEMENTATION SUPPORT



### Technical Support System

The success of any information technology solution requires a system of support and knowledge sharing. TEA also implemented the Texas Student Data System (TSDS) Incident Management System (TIMS), which is a web-based system that allow end users and technical support staff to submit incidents when they encounter problems or have questions about TSDS

applications, including the studentGPS™ Dashboards. This system also enables users to query knowledge-base articles and request software enhancements.

### Technical Support Staff

Anyone who has implemented a technology project knows that there is a critical need for the "human element" of technical support. This project, which includes additional data system deployments, uses a multi-tier approach to technical support. If the support staff at the next level cannot resolve an incident, it can be escalated to the next level using the TSDS Incident Management System (TIMS).

**Level 1 - Local Educational Agency (LEA) Data Stewards** are the first point of contact for end users. This person or persons, located at the district, upload data to TEA, complete quality assurance tasks, train district personnel and approve the access of district level studentGPS™ Dashboard users. When a Level 1 Data Steward is unable to resolve an incident, it is escalated to Level 2.

**Level 2 - Educational Service Center (ESC) Technical Champions** are the first point of contact for Level 1 technical support staff, when they encounter an incident that they are unable to resolve. When Level 2 technical support staff are unable to resolve an incident, they reach out to **iSphere's Technical Coaches** or may escalate to Level 3.

**Level 3 - TEA Technical Support Staff** are the first (and in some cases the second) point of contact for Level 2 technical support staff, when they encounter an incident that they are unable to resolve. When an incident is determined to be a product issue (i.e., code fix, system issue or application maintenance issue) the incident is escalated to the appropriate Level 4 technical component owner.

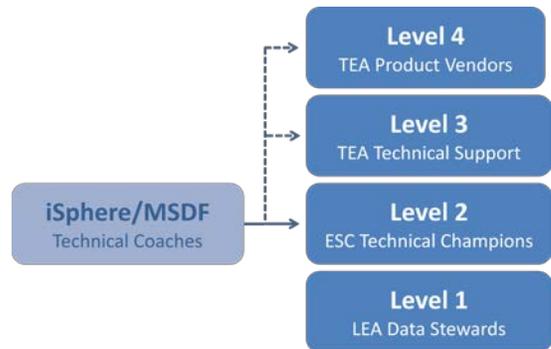
**Level 4 - Certified or TEA Vendors** are the product experts who will work to resolve an incident when it is determined to be a product issue.



## iSPHERE'S ROLE

The Michael and Susan Dell Foundation engaged iSphere on this project, because iSphere is a respected industry expert in data warehousing, IT program & project management, technical strategies and implementation.

When a state or local educational agency designs and implements a performance management platform, it must also recognize the need for an effective technical support structure and well-trained technical support staff. Because this was the first time that Texas Education Agency provided technical support to end users it looked to MSDF and iSphere to help create and deploy such a structure.



iSphere provided the experts to lead and guide TEA in designing and deploying its technical support model for the implementation of the studentGPS™ Dashboards. This model is now the primary support model for other Texas data systems. iSphere established a Technical Coaching Center and staffed it with highly skilled Technical Coaches. In the Texas model, these coaches are parallel to the Level 2

Technical Champions, who work for each of the twenty educational service centers located throughout Texas. Technical Coaches are trained and certified alongside Level 3 technical support staff in order to provide real-time coaching and technical support to Level 2 Technical Champions. These Technical Coaches help Level 2 Technical Champions to develop their expertise and help to reduce the number of escalated incidents and unnecessary delays. They work hand-in-hand with TEA's Level 3 technical support staff in resolving system and data issues encountered by end users and Level 2 Technical Champions. iSphere's Technical Coaches also assisted Level 4 vendors with development needs.

### **iSphere's Technical Coaches bring to the table the ability to:**

- Perform data analysis, data integration, auditing, troubleshooting, and validation of complex data
- Formulate strategies to oversee and accomplish complex project deliverables
- Critically evaluate the information gathered from multiple sources, reconciling conflicts, decomposing high-level information and generalizing low-level information
- Negotiate and facilitate collaboration, leading problem-solving and consensus-building

## The duties of iSphere's Technical Coaches include, but are not limited to:

- Developing and maintaining an in-depth working knowledge of Texas Education Data Standards (XML and data standards)
- Serving as the training and technical resource for Level 2 Technical Champions, while remaining FERPA and HIPPA compliant
- Providing technical support to the Level 2 Technical Champions and vendors, with the data element mapping from the vendor application to the XML format
- Effectively evaluating technical issues and articulating their business and organizational impact to peers and stakeholders
- Assisting with validation of vendor-delivered data submissions
- Coordinating root cause analysis and resolution with Level 2 Technical Champions and Level 4 vendors, reporting status and problems to TEA and participating in negotiations and support to resolve issues
- Training and mentoring Level 2 Technical Champions to assume future Texas Student Data System (TSDS) training and support responsibilities

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**DEPLOYMENT:** Because the Texas Student Data System (TSDS) is a large, multi-functional system, with a state-wide user base, TEA began the rollout to Texas school districts and charter schools in stages.



### Prelaunch Stage

This stage consisted of six volunteering school districts (144,381 students), approved by TEA to participate in the Limited Production Releases (LPRs) of the studentGPS™ Dashboards prototypes in the 2012-2013 school year. These districts participated in user acceptance testing and led the way for the successful implementation of the studentGPS™ Dashboards for other Texas school districts.

### Early Adoption Stage

The Early Adoption Stage consisted of 64 volunteering school districts (427,638 students) who followed the LPR districts in implementing the studentGPS™ Dashboards in the 2013-2014 school year. These districts implemented the studentGPS™ Dashboards in two phases - Spring Early Adopters and Fall Early Adopters.



## Stage 1

This stage consisted of 64 school additional school districts (161,824 students) who followed the Early Adopter districts and were in the process of implementing the studentGPS™ Dashboards in the 2014-2015 school year.

## Stage 2

The remaining Texas school districts opting to implement the studentGPS™ will do so during the 2015-2016 and 2016-2017 school years.

**Contact iSphere today to learn how we can assist you with your data warehousing, IT program & project management, technical strategies and implementation needs.**



## Contact

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## iSphere: A Premier Provider of Technology Solutions

As Corporate and Government Solution strategists and architects, iSphere provides innovative products and professional services to help public and private sector clients achieve their goals and transform their technology driven business models.

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## CASE STUDY: AISD

## AISD PROJECT AT-A-GLANCE

- AISD engaged iSphere for project management expertise in the middle of a complex Student Information System (SIS) conversion project
- Throughout the project, iSphere:
  - Worked with nearly 150 people within the AISD to successfully implement new SIS system
  - Created a comprehensive 50-75 step conversion plan
  - Developed a system for non-stop scenario testing to minimize errors upon launch
- Met aggressive timeline for conversion and launched SIS error-free

“This was one of the most **complex yet invigorating** projects I have ever worked on. There was no time for ‘I’m late with this’ from anyone involved with the project. We had **precise time windows** that had to be met to make sure we met the final launch date. The **depth of experience** iSphere has in the Texas education system and in the technology arena made this partnership a **good fit.**”

- Dan Vogel, iSphere’s lead project manager on the AISD SIS conversion project

## iSphere Leads Austin Independent School District to Successful, Error-Free Student Information System Implementation

### THE CLIENT

The Austin Independent School District is the fifth largest school district in Texas, and serves approximately 86,000 students at 124 schools. The district’s student population has grown by six percent over the past five years and serves a diverse student population representing more than 94 languages.

### THE CHALLENGE

The Austin Independent School District (AISD) embarked on a district-wide Student Information System (SIS) implementation project to replace their existing SIS software. As part of the transition, AISD went through a dual enrollment period where the newly selected SIS software ran parallel with their existing software for five-months prior to the launch to work out any glitches and ensure a smooth final conversion. In the midst of the project, AISD’s internal project manager ended his employment with the district. AISD was in a difficult situation, not only because of the breadth and complexity of the project, but because of extreme time constraints. AISD’s existing SIS vendor was eliminating the software immediately following a five-month transition period. Further compounding the situation was the fact that the SIS software was used to report student attendance numbers, which directly impacted the amount of state funding AISD receives. If the reporting was not accurate, AISD was at risk of losing critical funding.

### THE SOLUTION

AISD contacted iSphere for their project management expertise. Beyond iSphere’s solid reputation and tremendous IT industry knowledge was their previous exposure within the Texas education system and successful execution of AISD projects.

To execute the conversion from AISD’s former SIS system to the new system, iSphere worked with nearly 150 people within the district and outside to get everyone on the same page, gain consensus, document agreed upon tasks and execute on all of the mini projects that made the whole. Specifically, iSphere:

- Reviewed project documentation and met with the SIS manager to ensure full understanding of immediate, weekly, first month and the first three months goals.



- Gathered input from the core conversion team, created a comprehensive conversion plan and gained group approval. The final plan consisted of 50-75 steps, none of which had room for failure.
- Continually gained consensus among the group by taking advantage of the pockets of expertise within the AISD technology department to influence this project, rather than managing in a silo capacity.
- Performed gap analyses on existing applications to determine areas that needed to be fine-tuned from the old system to run on the new.
- Created a system for non-stop scenario testing during the four month dual enrollment period, prior to going live with implementation.
- Ran final validations for two weeks prior to the “go-live” date when the AISD would start to take attendance into the system.

### THE RESULTS

AISD started the 2010 school year with a new SIS that was fully converted and running error-free. iSphere met the aggressive deadline on a project that typically takes at least six months and accomplished it in four. As a result, AISD was able to generate accurate reporting and receive state funding right from the start.

Beyond helping AISD overcome all of its challenges with the SIS project, some additional accomplishments include:

- All eight external applications, which were unique to the respective departments within the school district, e.g., the food service department, now interfaced with the new SIS.
- All internal applications written for specific functions within the school district—such as discipline, instruction management and special education—were all mapped in the new system and functioning properly.
- Each query and report that end users were accustomed to using in their former system was defined and mapped to run in the new SIS, a process that typically takes six months but was successfully finished in three.



### ABOUT iSphere

iSphere is a Texas-based IT services firm that partners with clients to provide the necessary resources to meet critical IT and business goals. Partnering with our clients, we always put performance excellence and client loyalty first.

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Innovation Partners, LLC



## IMPROVE YOUR RFP PROCESS

Creating a Defensible RFP

By Sheila Fernley, iSphere Project Manager

## Introduction

*"Vendors don't respond to RFPs to lose and always think their solution should come out on top."*

— Sheila Fernley

If you find that vendors frequently submit records requests at the end of a Request for Proposal process, or even more frustrating, contest the outcome of your RFPs, a skilled project manager and business analyst may be the solution you are looking for.

It isn't uncommon for one or more vendors that are not selected to move on to the next phase of a Request for Proposal to question the selection process. Although organizations may associate the need for a project manager and business analyst with project implementation, this can be a costly mistake. The success of an IT project where a complex solution is purchased through an exhaustive RFP process begins with defining the right requirements and skillfully managing the RFP process. If brought in prior to the RFP being developed, an experienced project manager and business analyst can help their client define the right solution, reduce costs associated with RFP records requests, reduce the likelihood of vendor accusations, and create a defensible case should a contested RFP end up in litigation.

This white paper examines approaches to the Request for Proposal process that strive to make the process as objective and defensible as possible.

A case study of a client engagement is included that illustrates key factors for implementing a successful RFP process.

All opinions in this white paper should be considered commentary in nature and are not intended to be legal advice.

## Wedding Plans

"... in most cases the internal person designated to oversee the RFP and the internal project team members are not business analysts or project managers."

**Consider this scenario:** A young professional couple is engaged to be married. They both come from large families and plan to invite 200 guests to their wedding. The couple have a vision of what their wedding should look like. Although they will certainly be involved in making decisions, they both have full-time jobs and neither is a professional wedding planner. A wedding planner is a professional who assists with designing, planning, and managing weddings. They manage the wedding budget, attendee list, invitations and RSVPs, secure venues, secure service providers, prepare contracts, procure and oversee decorations, coordinate deliveries, develop a back-up plan, manage schedules, and in some cases prepare legal documents for destination weddings.

The couple couldn't possibly expect to hire a wedding planner right before the big day and expect that their wedding would take place without a hitch. A professional wedding planner would need to be hired well in advance to oversee such a large, detailed, and important event. The couple decides that the expense of a wedding planner is worth it, if they can eliminate the stress and aggravation, and ensure the perfect wedding day.

In the same vein, it's not that clients can't organize and manage an RFP, but in most cases the internal person designated to oversee the RFP and the internal project team members are not business analysts or project managers. They have full time jobs and shouldn't be expected to take on the full-time job of developing and managing the RFP. It is not uncommon to learn that some of the internal stakeholders have never even participated in an RFP, much less defined requirements, developed project plans, risk logs, and RFP evaluation tools. It's important to recognize the need for an RFP expert. Ask yourself, "Do I have 40 hours or more a week to focus on the RFP process?" and "Do I have the expertise to develop the RFP and manage the RFP process?"

## Inherent RFP Challenges

Like a wedding, there are many details that must be carefully planned and managed, if the RFP process is to be successful and defensible. Consider for the following areas where potential problems can arise, resulting in complaints, unnecessary records requests, and contested RFPS.

In order to better understand **potential risks**, it is helpful to identify the *causes* and potential *effects*.

Causes	Potential Effects	Potential Risks
Not having well documented RFP processes, policies, and templates.	Unorganized and inconsistent RFP solicitations.	Complaints and contested RFPs. Violation of laws and/or policies. Litigation.
No appointed internal RFP lead.	Unorganized RFP solicitation. Poor communication internally and with vendors.	Complaints and contested RFPs.
No full-time RFP business analyst and project manager.	Purpose and requirements not well defined. Project plan not followed and critical timelines not met.	Complaints and contested RFPs. Violation of laws and/or policies. Canceled and reissued RFPs.
Solicitation not advertised effectively.	Qualified vendors don't respond. Perceived by some vendors as a non-competitive solicitation.	Complaints and contested RFPs. Litigation.
Q&A not shared with all vendors.	Perceived by some vendors as a non-competitive solicitation.	Complaints and contested RFPs. Litigation.
Unrealistic timeline.	Deadlines missed by vendors with potentially good solutions. Not enough time for vendors to prepare adequately for proposal preparation and/or vendor demonstrations. Not enough time for evaluators to evaluate proposals.	Complaints and contested RFPs.
Unclear statement of need.	Qualified vendors don't respond. Unqualified vendors do respond.	Complaints and contested RFPs. Canceled and reissued RFPs. Wrong or ineffective solutions.
Poorly written requirements.	Vendor confusion. Incomplete or poorly written proposal responses. Evaluator confusion.	Complaints and contested RFPs. Canceled and reissued RFPs. Wrong or ineffective solutions.
Unorganized RFP document.	Vendor confusion. Vendors don't respond to all requirements. Incomplete or poorly written proposal responses. Evaluator confusion.	Complaints and contested RFPs. Canceled and reissued RFPs.
Confusing evaluation criteria and/or methods.	Unfair evaluation. Vendor confusion. Poor responses. Low scores from all vendors. Evaluator confusion.	Complaints and contested RFPs. Violation of laws and/or policies. Litigation.

Causes	Potential Effects	Potential Risks
Ineffective evaluation planning and proposal/demonstration evaluation.	Unfair evaluation. Some evaluators are not qualified to evaluate certain criteria. Potential evaluator favoritism. Unclear evaluator expectations. Unclear vendor expectations.	Complaints and contested RFPs. Violation of laws and/or policies. Litigation.
Ineffective evaluation tools.	Unfair evaluation. Incorrect and inconsistent scores. Difficult, if not impossible to justify. Difficult to compare vendor scores. Difficult to select top vendors.	Complaints and contested RFPs. Violation of laws and/or policies. Litigation.
Excluding an evaluation criteria (i.e., financial proposal score) when the evaluation criteria is stated in the RFP.	Unfair evaluation. Difficult, if not impossible to justify.	Complaints and contested RFPs. Violation of laws and/or policies. Litigation.
Failure to properly document the process and outcomes.	Perceived by some vendors as biased evaluation and vendor selection. Difficult, if not impossible to justify.	Complaints and contested RFPs. Violation of laws and/or policies. Litigation.

## Characteristics of a Defensible RFP

"**Transparency**, which includes information *disclosure, clarity, and accuracy.*"

Although a skilled business analyst and project manager, brought in early in the RFP process, can reduce the risk of complaints and an RFP being contested, no one can guarantee that the outcome of an RFP won't end up in litigation. Should a vendor take legal action regarding the outcome of an RFP, a business analyst and project manager know how to develop a solid RFP, manage the RFP process, and manage the fair evaluation and scoring of vendor proposals and demonstrations.

Some of the key characteristics of a defensible RFP include:

- A well documented and proven RFP process, with supporting policies and templates. Rules and deadlines are not broken.
- RFP language that clearly states that the RFP is not a binding agreement and in no way guarantees a contract with any vendor responding to the RFP solicitation document. An organization's legal department can craft such language, which should be included in every RFP.
- Clear, fair, and attainable evaluation criteria that is spelled out in the RFP and adhered to when evaluating and selecting vendors.

The selection of vendors who will move to the demonstration phase of the RFP process and the vendor who will be awarded the work must be selected based on the criteria stated in the RFP.

- Transparency, which includes information disclosure, clarity, and accuracy. Disclosure refers to sharing the same information to internal stakeholders, all vendors responding to the RFP, and the general public. Clarity refers to decisions and efforts to clearly state requirements and expectations, to limit and explain acronyms, and to limit the use of complicated scoring procedures. Accuracy refers decisions and efforts to not bias, embellish or distort facts with regard to RFP related communications.
- Scoring tools and evaluation processes that lend themselves to easily capturing and validating scores and converting raw scores to points. Scoring sheets created in Excel allow for data validation of cells where scores will be entered and cells to be locked, which reduce the chance of scoring errors. Scores that are then captured and entered into a scoring matrix for comparison and ranking purposes should be validated by at least one other person. Complicated weighted scoring formulas should be avoided, and can result in scoring errors and biases.
- Demonstrations, not presentations. Demonstrations of features and functionality that are disclosed in advanced can be objectively scored, while scoring presentations can be very subjective. Create effective rubrics and scoring sheets for the vendor demonstration phase of the RFP. Set clear vendor demonstration expectations in advance (content and time segments for each criteria area to be demonstrated).
- Reference surveys. Developing and sending an online reference survey, where vendor references rate key areas creates a simple method for capturing and scoring reference responses that can easily be converted to points. Such a survey also removes any perception or accusation of bias. **Hint:** *A vendor reference may ask another colleague to complete the survey, so include 3 questions that are not scored: 1) Name of the person completing the survey, 2) Title of the person completing the survey, and 3) Organization name.*

- Organize documentation and document, document, document (in print and PDF format). Scores are not the only records that will be needed should an RFP be contested. Other documents include, but are not limited to, meeting sign-in sheets, lists of evaluators, project plans, status reports, rubrics, scoring matrices, templates, vendor and evaluator instructions, and vendor questions and answers. Electronic signatures on online scoring sheets, initials and vendor names in the footer of each page of the scoring sheets can help to verify that scores were not altered. PDF versions of printed documents make it easy for Procurement, if and when a records request is made, to locate and send records to the requesting entity.
- Having two vendors submit a Best and Final Offer (BAFO). If two vendors scores are close, this will not only be perceived as unbiased, but will create competition between the two vendors to truly submit their BAFO.

## Case Study



In September 2015 a large Texas urban school district hired an iSphere project manager to oversee their RFP process for a new instructional management system (IMS) that would replace the district's existing IMS. The project manager was hired after the requirements were written and the RFP solicitation was advertised. The person who wrote the requirements was on extended leave, but the project manager did find out that that person had no experience gathering requirements or writing an RFP.

Prior to developing the rubric and scoring sheet that would be used to evaluate the proposals, the project manager recommended to Procurement that each evaluator be assigned to score only the sections of the proposals that were within their area of expertise. The project manager was told that the evaluators had to score the entire proposal (all criteria sections). When the proposal evaluators began reviewing and scoring the proposals two things became evident, 1) scores were skewed, because some evaluators did not have the background or knowledge needed to score certain sections (i.e., Technology Specifications) and 2) the requirements would result in a system that would not meet the needs of the district. In November, during the demonstration phase of the RFP, the vendors were notified that the RFP had been canceled.

The district's project lead and project management team acknowledged that iSphere's project manager was the "best project manager" that they had ever worked with. The district also recognized the need to have the project manager involved early in the planning, requirements gathering, and RFP writing.

In December 2015 the RFP process was started over with the same iSphere project manager. This time the project manager began by developing the statement of need and the four purposes of what would be an innovative learning positioning system (LPS). The project manager reviewed the district's newly adopted 5-year strategic plan, did research on what made up an effective LPS, reviewed the questions and answers from the previous two demonstrations, and interviewed internal stakeholders. New requirements were written and approved by the executive committee and the project management team. A new RFP schedule and project plan were created, and the LPS RFP was written.

The district assigned a different Procurement team to the LPS RFP project. The district's Procurement Office adopted many of the processes and tools created by iSphere's project manager. This time the evaluators were allowed to score only the criteria sections of the proposals that were within their area of expertise. Several other recommendations were followed and several "lessons learned" changes were made to the RFP process and tools. The district went on to select two top vendors who were asked to respond to a set of "clarifying" questions and to provide Best and Final Offer. Selecting two top vendors to move to the BAFO phase not only created a competitive situation, but provided additional documented support for any potential contested award.

## Conclusion



Hiring a project manager early on, prior to the RFP planning stage, can help to develop a clear statement of need, create the right requirements, and build an evaluation plan that is defensible and that will lead to the selection of the best solution for the client. Bringing on a project manager early in the RFP process can also help avoid costly mistakes and pitfalls that can expose a client to unnecessary legal action.



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## CASE STUDY

# Time and Attendance Solution

**Dallas Independent School District**  
Dallas, TX

**Customer Profile:** Dallas Independent School District is the second largest school district in Texas and the twelfth largest district in the United States, serving Kindergarten through 12<sup>th</sup> grade. It has an annual operating budget of \$1.155 Billion dollars and more than 20,000 employees serving the children of the greater Dallas area, making Dallas ISD one of the largest employers in the city.

### Key demographic information includes:

- The District serves a 351-square mile area and 11 municipalities.
- There are 227 schools and dozens of other administrative facilities.
- About 158,000 students are enrolled for the 2012-2013 school year, making up the highly diverse student population of Dallas ISD.



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**“SAVING \$4.8 MILLION DOLLARS, MORE THAN DOUBLE THE SYSTEM COST INCLUDING ALL OF THE ENHANCEMENTS”**

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**CHALLENGE:** Like most districts, payroll was always a challenge for Dallas Independent School District. The particulars of Stipends, Substitute Teachers, Supplemental Pay, along with the entire regular payroll is complicated. With more than 20,000 employees Dallas ISD was spending large amounts of time processing payroll. Having just gone through converting its systems over to Oracle<sup>®</sup> and using Oracle Time and Labor system, Dallas ISD was

looking for a way to make payroll more accurate and efficient for both the time keepers and time approvers in the District.

**VISION:** Dallas ISD sought to create a solution that would make payroll more accurate by using biometric authentication, make it easy for people to use with touch screen technology, make it interface directly into the district's new Oracle Time and Labor system, and make it expandable to grow beyond these initial goals.

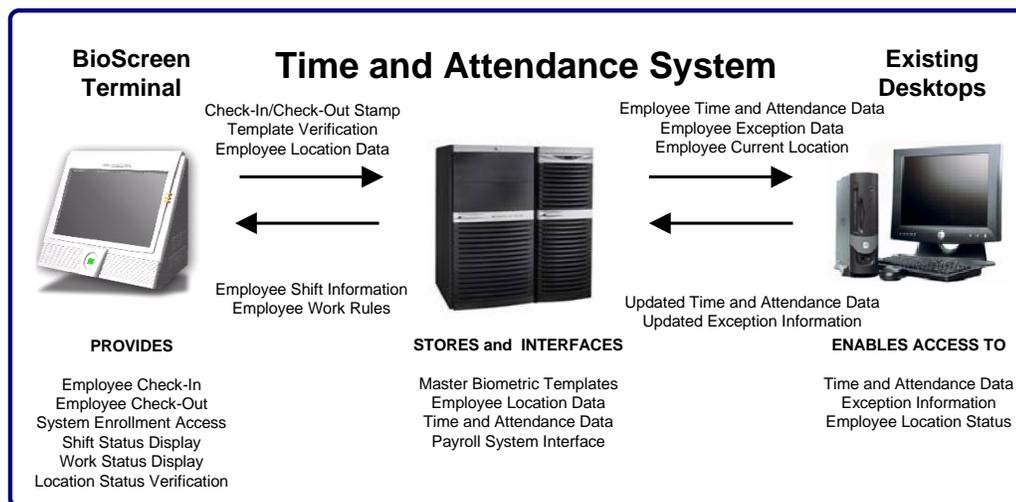


**SOLUTION:** iSphere consultants created a unique solution that met all of the criteria of the vision. Using a small self-contained terminal called the BioScreen™ from Timeware, Inc, we created a touch screen Time and Attendance interface that allowed employees to sign in and out for their daily attendance. This Time and Attendance module processes time and attendance and updates Payroll system information. Using a combination of Biometric fingerprint sensing technologies and existing Human Resources information, district employees can clock-in and clock-out, without administrative assistance. This time information is available in “real time” such that reports have been written that show who has clocked in and at what time and location anywhere in the District.



**The BioScreen™ device and Time and Attendance module securely integrates with human resource data, based on the following steps:**

- The employee enters their employee ID into the Biometric Self Service Terminal.
- The terminal then activates the Biometric reader which senses the fingerprint and it retrieves the biometric data.
- The Terminal then compares the sensed biometric data to the user’s biometric profile stored locally. Mathematical algorithms are then used to extract data from the image by mapping the distinguishing characteristics of the fingerprint such as ridge ends, loops, splits, upper and lower cores, etc. If the user’s biometric profile is not present locally, the software requests the information from the centralized system allowing employees to use the devices at any District location.
- The system then verifies the user’s identity based on the comparison of the biometric data and validates that the user is, or is not, an authorized employee, as well as validating all pertinent information such as Exempt status, shifts and location information.



**DEPLOYMENT:** Dallas Independent School District's response to the proof of concept was outstanding. iSphere consultants were asked to Pilot the system in three of the schools and several administrative buildings, including the main administration building. In spring of 2003 BioScreen™ was deployed at the facilities, enrolling the users and soliciting feedback. The Pilot went extremely well and there were numerous media spots about the system in both print and television.



In the fall of 2004, funding to take the system district-wide had been secured. iSphere consultants embarked upon the large task of deploying the BioScreen™ in all of the District's facilities. This process began with surveying all locations and determining the most appropriate, and reasonable secure place to locate the BioScreen™.

Each Dallas ISD facility was to receive at least two BioScreen™ terminals. One would be placed in the food service and custodial area, and the other would be placed in the main office area. Once the site surveys were complete, electrical and networking wiring crews were deployed to bring power and networking connections to the surveyed locations.

Following a rolling schedule, iSphere consultants went to each facility to install the BioScreen™ terminals. At installation, key people from each facility were identified who would enroll and train the staff members on the Biometric System. Through the use of the Touch Screen Interface, users were easily enrolled in only a few minutes and they began using the system right away.

Over the course of several months, the system was installed in all of the Dallas ISD facilities. During this time, the District set up a Biometric steering committee that met each week to review the status of the deployment and to plan for each group of employees that was coming up live in production on the Biometric system. This committee was also instrumental in identifying new modules that should be enabled in the Biometric system.

#### **ENHANCEMENTS SINCE INITIAL DEPLOYMENT:**



**Supplemental Pay Module** – One of the most time consuming things for a school district to do is to reconcile its Supplemental Pay. This Supplemental Pay can come in many ways such as a before or after school program, tutors, activity sponsors, professional development outside of the regular school day, and numerous other ways. Each of these activities must be tracked and the employees compensated for their time at a specific rate per hour worked. Often this Supplemental Pay comes out of different budget codes than the employee's regular pay, thus requiring reconciliation between

accounts. All of this time entry had been handled by the campus timekeepers using manual processes and written timesheets that were keyed into the system for the employee to get paid. iSphere consultants created a specific module to automate this entire process using the BioScreen™. Through the use of activity codes, campuses across the District could setup unique codes that contained all of the budget codes and time approval routing for each activity they needed. These activity codes could be given to an employee for their class of activity. A “Supplemental Pay” button was added to the BioScreen™ so that after an employee signed out of their regular Time and Attendance transaction, they could sign in through “Supplemental Pay” and enter their activity code. Upon sign out, that supplemental transaction would then be written to their time card with the charging instructions automatically.

**Human Resource and Payroll Inquiry** – Some of the most common questions employees ask their supervisors and their administrative assistants are about their hours worked and vacation information. Additionally, many calls are received by the payroll department for problems with employees pay checks. The BioScreen™ Self Service Terminal was just the right thing to help alleviate some of these issues. The HR Inquiry module puts all of that information directly at the employee’s fingertips. An employee presses the “HR Inquiry” button; the BioScreen™ will then ask them to enter their employee number and then biometrically authenticate them to the Terminal. It then runs a query on the Payroll system retrieving their information, such as time paid off and timecard information. Because of the Biometric technology, the District is assured that it is the employee accessing the information.



**Password Resets** – Being such a large organization, something as simple as resetting user passwords can take up a large amount of resources. The District’s Technical Assistance Center can take over 5,000 calls a year related to resetting passwords. A custom module for the BioScreen™ was written for Dallas ISD that used the same biometric profile for a user to link to the Oracle® system and trigger a password reset using information from an employee’s HR record.

**Substitutes** – *As it is with all school districts, substitutes present a unique challenge for Dallas ISD. During the 2012 school year, Dallas ISD budgeted some \$12 Million to cover substitutes. There are a number of positions within the District where the use of substitutes are approved and funded. Each population has different operating parameters and financial reconciliations associated with them. The primary population of substitutes within the District are Substitute Teachers, which is no surprise. Of the \$12 Million budgeted in 2012 to cover all substitutes, \$9.7 Million was budgeted for Substitute Teachers.*

**Substitute Teachers** – The complexity behind how substitute teachers are paid is generally underestimated. When a teacher is out and a substitute teacher fills in, a complex financial transaction begins. A myriad of items must be accounted for, including:

- Who is out
- Where do they work
- When will they be out
- How long will they be out
- Who is going to fill in, and
- What is the job number



These items are typically handled by a substitute call-in system, which the Dallas ISD wrote to coincide with the BioScreen™. A custom BioScreen™ module was then written to access all of this information on the call-in system to validate that a substitute teacher is at the right place at the right time. The system will then automatically create the pay entry using the unique school cost center, as well as the critical link of marking the teacher absent. This system is so unique and innovative that it won **Oracle Corporations “Innovator of the Year”** award in 2005!

*Two additional Substitute areas where enhancements were made during initial deployment were Food Service Substitutes and Substitute Custodians. During the 2012-2013 school year, Dallas ISD approved several changes to their Custodial Services, which included eliminating the use of substitutes when custodians are absent.*



**Food Service Substitutes** – This itinerant population is much less demanding in its requirements. Each of the 8 “Areas” (a group of about 30 schools) are serviced by a pool of people who substitute when a food service worker is out. These substitutes are called into work at a particular school on a daily basis. Their pay assignment is also created by the BioScreen™ and is attached to an “Area” cost center.

**Substitute Custodians** – This population is very straight forward in its processes. A substitute custodian is called to work at a particular school. The BioScreen™ creates their financial transaction according to the unique school cost center for them, as well.



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**However beautiful the strategy,  
you should occasionally look at  
the results.**

**Winston Churchill**

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## **Overall ROI**

### **Adding it up...**

General Time and Attendance ROI	\$ 3,361,707
Supplemental Pay ROI	\$ 493,383
Password Resets ROI	\$ 225,600
Substitute Integration ROI	\$ 155,354
HR Information ROI	\$ 636,952
<b>Total ROI</b>	<b>\$ 4,872,996</b>

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## CASE STUDY

# Time and Attendance Solution

**Keller Independent School District**  
Keller, TX

**Customer Profile:** Keller Independent School District is a rapidly growing and innovative school district located north east of Fort Worth, Texas. It has an annual operating budget of \$202.6 Million dollars and more than 3,400 employees serving the children of Keller and portions of Colleyville, Fort Worth, Haltom City, Hurst, North Richland Hills, Southlake, Watauga and Westlake.

### Key demographic information includes:

- Keller ISD has 39 schools, 26 of which are campuses built since 2000.
- About 33,000 students are enrolled for the 2012-2013 school year, which is expected to rise to 40,000 in the next 10 years.



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**“The solution has added security and flexibility to our time and attendance business processes by closely integrating with our HR/Payroll system and providing the tools to inspect transactions.”**

Linda Bennett, FMR Director of Payroll / Keller

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**CHALLENGE:** The challenge of rapid growth is difficult for any school district, but when coupled with the particularities of Stipends, Substitute Teachers, Supplemental Pay, along with the day to day challenges encountered when running and managing regular payroll, can make Time and Attendance a daunting process. Keller ISD was searching for a way to make their payroll processes more efficient and effective for both their payroll staff and employees.

**VISION:** Invest in a solution that would make payroll more accurate by using biometric authentication, ease access through the use of touch screen technology, interface directly into the District’s Pentamation HR/Payroll system, make it expandable for growth beyond these initial goals with features such as employee self service, and to choose a company with a reputation for quality support and customer centric service.



**SOLUTION:** Keller ISD evaluated various technologies to improve the accuracy, efficiency, and accountability of Human Resource and Payroll information while attempting to minimize District costs. One of the options available to Keller ISD was to upgrade their aging Kronos 400 series time capture devices with newer Kronos Biometric devices and software; but after extensive deliberation the District decided to leap to a next generation BioScreen™ Self Service Time and Attendance solution integrated by iSphere's consultants.



**This new solution combines the following technologies to process Time and Attendance information:**

- Biometric fingerprint authentication
- Touch screen, and
- Computing technologies

These technologies were seamlessly integrated with Keller ISD's Pentamation and Payroll software. The BioScreen™ Self Service Terminal can also be expanded to provide optional Labor Management, Work Order Fulfillment, and HR Payroll functionality.

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**“With iSphere consultants attentive customer service and robust, reliable system, Keller ISD can more easily and efficiently manage the complexities of pay situations and job codes that a growing district must maintain, while minimizing the staff dedicated to running the district. Additionally, the touch screen biometric terminal can become the launch platform for future employee self-service applications.”**

Kent Morrison, FMR CFO, Keller ISD

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**BUSINESS AND TECHNOLOGY ASSESSMENT:** iSphere consultants completed a business and technology assessment that included a review of Keller ISD's business processes, procedures, applications, and infrastructure supporting the capture of existing Time and Attendance information. This review resulted in the identification of the necessary components for the setup of the new Time and Attendance system, focusing on regular hourly staff, as well as the District's substitute teaching staff.



**DEPLOYMENT:** In the fall of 2005, funding to implement the system district-wide was approved by the Keller ISD Board of Education. iSphere consultants embarked upon the task of deploying the BioScreen™ in all of the District's facilities. This process began with surveying all of the locations and determining the most appropriate and secure place to locate the BioScreen™. Each facility was to receive at least one BioScreen™ terminal. One terminal was placed in the main office area near the teacher work room, and in larger facilities additional units were placed in strategic areas of common use.



Once the site surveys were complete, electrical and network wiring crews were deployed to bring power and networking connections to the surveyed locations.

Following the rolling schedule, iSphere consultants went to each facility to install the BioScreen™ terminals. After installation, Keller ISD staff embarked on a centralized enrollment process to enroll and train the staff members on the Biometric system. Through the use of the Touch Screen Interface, users were easily enrolled in only a few minutes and they began using the system right away.

#### **HUMAN RESOURCE AND PAYROLL SYSTEM INTEGRATION:**



iSphere consultants then migrated Keller ISD Human Resource information into the TimeWare PrimeTime™ data repository providing Time and Attendance approval processing and enhanced administrative control over the legacy Kronos solution. Using PrimeTime's dynamic payroll system data-mapping utility, iSphere consultants completed the integration of the PrimeTime™ data repository with the existing Pentamation system in less than three months. The flow was completely automated, so all new hires and job changes could flow seamlessly from HR directly into the Time and Attendance system. "The solution has added security and flexibility to our time and attendance business process by closely integrating with our HR/Payroll system and providing the tools to inspect transactions. The graphical display of everything makes it easy for my staff to view the changes and make edits. iSphere consultants support of our deployment has been attentive and professional," said Linda Bennet, FMR Director of Payroll, Keller Independent School District.

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**Write your injuries in dust, your  
benefits in marble.**

**Benjamin Franklin**

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## **Biometric Self Service Terminal Solution Benefits**

**The engagement provided Keller ISD the following benefits:**

**Payroll Expense Reduction** – Enhanced control over time rounding has resulted in a significant per payroll expense reduction.

**Maintenance Expense Reduction** – The annual maintenance cost for the Keller ISD BioScreen™ terminals, BioScreen™ software, and the PrimeTime application will be half of the Kronos annual maintenance fees.

**Administrative Control** – Keller ISD Information Technology and Payroll staff gained additional administrative control, rounding, punch, security, and business rule automation features that did not exist in the Kronos system.

**Touch Screen Display Interface** – The BioScreen™ includes a simple to use touch screen interface that allows users to quickly and easily perform time and attendance even for complex multiple assignments.

**Flexibility** – The solution can be integrated with existing systems, as well as the ability to add payroll management and inquiry, work order fulfillment, labor management, portal and collaboration features.

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## CASE STUDY: BMI

## BMI PROJECT AT-A-GLANCE

- Assessed organization-wide IT infrastructure needs
- Delivered 38-page in-depth audit, including recommendations for repositioning company's IT operations
- Outlined skill-set needed for new IT manager
- Coordinated recruitment, vetting and hiring of BMI's new IT manager
- Onboarded new IT manager within one week of accepting position

“iSphere is a team you want to partner with. They tell it like it is, they are honest and trustworthy.”

- Carlotta Lansford, BMI CFO

## Auditing, Recruiting, Consulting – The Many Ways iSphere Helped Transform IT at BMI

### THE CLIENT

Byrne Medical Incorporated (BMI) is an internationally recognized leader in infection control solutions for GI Endoscopy care. Founded in 1997, BMI continues to grow its line of infection control products to meet the ever-changing industry recommendations and standards for quality care.

### THE CHALLENGE

BMI has experienced rapid growth over the past three years. In 2009, the company's revenue grew 60% over 2008 and an additional 61% through May of 2010. As the company grew, so did the number of employees from 50 in 2007 to 225 today, not including consultants. As a result of BMI's rapid growth in multiple areas, their systems, infrastructure and networks had become overloaded by the growing populations of users and their IT demands.

### THE SOLUTION

With the hiring of a new CFO, it was determined that BMI needed to conduct an audit of their IT infrastructure to fully understand its status and determine steps to position BMI for their current size and projected growth. Aware of iSphere's strong reputation in the marketplace and experience building IT infrastructure, BMI turned to iSphere to conduct the audit. iSphere delivered BMI an in-depth 38-page audit of their IT needs within three days of their site visit, including recommendations for positioning themselves to handle projected growth and the need to hire a full-time IT infrastructure professional.

Impressed with iSphere's conclusion to hire a full-time IT manager, BMI asked iSphere to define the parameters of the recommended position, determine responsibilities, outline the skill sets needed to move the company forward and identify talent for BMI's consideration. The pressure was now on, requiring iSphere to rapidly engage their resources and network to discover specialized individuals from within their expansive homegrown set of contacts including more than 5,000 technology professionals.

Within two weeks of getting approval on the IT manager position, iSphere coordinated the recruitment, vetting and hiring of BMI's IT manager. After accepting the position, iSphere had the new IT manager on the job within one week.



## ABOUT iSphere

iSphere is a Texas-based IT services firm that partners with clients to provide the necessary resources to meet critical IT and business goals. Partnering with our clients, we always put performance excellence and client loyalty first.

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"iSphere exceeded our expectations throughout the audit and recruiting processes. Because IT was not my area of expertise, I needed a partner we could trust and who would guide us in the best decision for the company and not feed me lines just to get business. They were prompt, professional and recognized the value of my time as they presented candidates. I never felt taken advantage of but rather that they were our partner. iSphere pulled through for us," said Carlotta Lansford, BMI CFO.

The third area in which iSphere partnered with BMI was in addressing a systems issue brought to their attention by BMI involving tracking hours for their increasing number of employees. BMI was using a time clock system that was outdated and inaccurate and turned to iSphere for consultation. Because of their partnership philosophy, iSphere took it upon themselves to research options for BMI to consider as upgrades to their current time clock system, ultimately connecting them with a company specializing in this area.

"They are truly looking out for the betterment of the company. iSphere would do anything for us. We truly feel that," added Lansford.

## THE RESULTS

The audit of BMI's infrastructure was met with great success. iSphere produced a thorough, well-defined audit within four days of the project initiation. Not only did the report provide the foundation upon which the IT department is now structured, it also serves as a reference for new hires throughout the company.

Secondly, iSphere conducted a two-week recruitment campaign identifying five highly-qualified professionals for BMI to consider for their IT manager position, two of whom became finalists for the position. In fact, BMI's owner was inclined to hire both individuals with the mindset that the company's level of growth would warrant both of their skills in the future. However, iSphere knew it was not ultimately in BMI's best interest and recommended they hire only one of the two finalists.

"iSphere is a team you want to partner with. They tell it like it is, they are honest and trustworthy," said Lansford.

BMI took iSphere's recommendation to hire one IT manager and could not be happier. The person they hired has exceeded expectations and his level of expertise has helped BMI manage their growth and keep the company's IT infrastructure intact throughout the process.

Thirdly, the resource with whom iSphere connected BMI to resolve their time-tracking challenges has proven to be another reliable partner.

"We have plans to conduct an audit of our internal IT system and iSphere will be the first company I call," said Lansford.

CASE STUDY:  
GenOn Energy, Inc.GenOn Energy, Inc.  
Project At-A-Glance

- iSphere has been supporting GenOn's staff augmentation needs for 10 years
- iSphere has developed a precise information gathering process for GenOn to determine exact project needs including candidates' ability to handle potential changes in scope
- iSphere has developed a keen understanding of the cultural requirements that must complement technical skills to be successful on the GenOn team
- Several iSphere consultants have been converted to direct hires

"iSphere continues to find people with the **right skill sets** and the **right team match**, at very **competitive rates**. iSphere's ability to identify people with uncommon IT skills really differentiates them. I've found that **they know the business** — they've done it themselves for years — and understand the skill sets to fit a particular role."

- David Thomason, Information Technology, Plant Applications, GenOn Energy, Inc.

## 10-Years of Quality, Precise Placements Leads to Long-Term Relationship Between iSphere and GenOn Energy, Inc.

### THE CLIENT

GenOn Energy, Inc. is a leading provider of electricity in the United States. The company owns and operates a portfolio of power generation facilities in eight states. GenOn uses coal, natural gas and oil to generate electricity.

### THE CHALLENGE

David Thomason, Information Technology, Plant Applications for GenOn, clearly describes his department's challenge when it comes to finding IT consultants, "Finding consultants with the right resume line items is one thing, but personality skills are very hard to measure – and finding a person who will work well with our team is equally important to me."

At the forefront of the energy industry, GenOn's IT needs are constantly evolving. Consequently, finding individuals with the right balance of hard and soft skills is not their only challenge. The IT professionals they seek need to be resourceful and possess a willingness to learn new technologies and applications. What's more, GenOn frequently has needs for experienced professionals in niche technologies like OSI PI, SCADA and Cold Fusion programming.

### THE SOLUTION

For the past 10 years iSphere has been delivering talent that meets GenOn's technical needs and cultural requirements. "iSphere continues to find people with the right skill sets and the right team match, at very competitive rates," said Thomason. "iSphere's ability to identify people with uncommon IT skills really differentiates them."

Throughout their relationship with GenOn, iSphere has tailored a precise recruitment process that includes:

- **Thorough Information Gathering.** iSphere goes beyond their standard base of questions to understand the skills required for a position. In addition, they also work with the GenOn contact to anticipate change in scope that might broaden the expertise required for a specific opportunity.
- **Internal Consultant Review.** iSphere meets with each consultant to ensure they have the hard-to-measure-on-paper "can-do" attitude and a teamwork mentality.



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- **Constant Communication.** iSphere engages in the right amount of contact with the client to ask what they like and dislike about specific consultants, and then applies that knowledge to further narrow the search.
- **Ongoing Consultant Pool Development.** iSphere has a good sense of what it takes to meet GenOn's talent requirements. As a result, iSphere is constantly building their consultant resource pool and network to create future, timely options for GenOn when staff augmentation needs arise.

## THE RESULTS

GenOn and iSphere have developed a mutual partnership and respect for one another that has led to 10 years of continuous staff augmentation. In addition, the long-standing relationship has resulted in:

- **Strong Conversion Rate.** Many of the consultants iSphere has placed with GenOn have been converted to direct hires. "The consultants we've hired direct from iSphere have turned out to be outstanding professionals," said Thomason.
- **Competitive Rates/High Return on Investment.** iSphere keeps their rates competitive, affording GenOn the flexibility to lengthen engagements as needed. GenOn can keep consultants on a project for a longer period of time to offset any productivity lost during the natural ramp up period that occurs with any project, or to support a post-product launch to troubleshoot issues that might arise. "The return on investment with iSphere is valuable as I get high quality consultants at a competitive rate, leaving me with more flexibility to successfully complete a project," shared Thomason.
- **Right Fit Consultants; Faster Time to Productivity** iSphere knows the type of consultant who will thrive on the GenOn team and lead their projects to success. As a result, according to GenOn, iSphere delivers high quality consultants who are ready to hit the ground running faster than their competitors.
- **Satisfied Consultants and Clients.** Through their unique Consultant/Client Care Representative, iSphere keeps close tabs on the consultants they place with their clients throughout the duration of a project to ensure satisfaction all the way around. "iSphere is truly interested in making sure we get what we want out of the relationship, and at the same time, they touch base with their consultants regularly to make sure they are satisfied with the assignment as well. This results in consultants who are committed and integrate well with my team. That's valuable to me," said Thomason.

CASE STUDY:  
MD ANDERSON

## PROJECT AT-A-GLANCE

- > MD Anderson went live with EPIC on March 4, 2016. The cancer center began the process in December 2012, and approved EPIC as its vendor in November 2013.
- > With an astounding workload of more than 3,000 protocols for implementation as part of the EPIC migration, high-level talent was needed.
- > iSphere-placed talent was part of a highly successful team that delivered more than 95 percent by the go-live date.

With the largest Beacon implementation ever, we needed team members who not only had **extensive experience** but would be able to **integrate** really well into a team of strong personalities. iSphere was able to **quickly line up the talent** we needed.

- Phuc Dang, EHR Informatics Manager  
MD Anderson

## Premier Cancer Center MD Anderson Partners with iSphere to Successfully Implement EPIC Technology

### THE CLIENT

MD Anderson Cancer Center is one of the world's most respected facilities devoted exclusively to cancer patient care, research, education and prevention. Based in Houston at the University of Texas Medical Center, its premier oncology services are well known and its facilities treat patients from all around the globe.

### THE CHALLENGE

With more than 900 total employees across three different locations, and after years of using its own homegrown EMR, MD Anderson needed to move its core clinical operations to the EPIC platform.

According to an interview in HealthSystemCIO.com with MD Anderson VP and CIO Chris Belmont, published in January 2015, "I think we have an opportunity not only to reduce cost, but drive out some of the complexity and improve the user experience by more or less standardizing managing that portfolio a little tighter."

A project of this magnitude required the hiring of a wide range of qualified experts, contractors and consultants to successfully facilitate the complex technological and systems migration to EPIC. With an astounding workload of more than 3,000 protocols for implementation, high-level performers were needed to complete the tasks at hand quickly. MD Anderson had a targeted go-live date for its EPIC implementation of March 2016.

Phuc Dang, EHR Informatics Manager at MD Anderson, shares what his department was up against and needed from top-notch IT consultants, "With the largest Beacon implementation ever, we needed team members who not only had extensive experience but would be able to integrate really well into a team of strong personalities. iSphere was able to quickly line up the talent we needed."

### THE SOLUTION

MD Anderson hired nearly 200 dedicated professionals to work on the EPIC implementation, and turned to iSphere for a very specific need; the right consultant to perform effectively on the EPIC Beacon protocol build.

iSphere worked rapidly to locate top talent including Manish Thampan, who has more than seven years of experience working as an EPIC analyst, with a special focus on Beacon and ambulatory.



According to Dang, Thampan, "...performed the job very effectively and needed very little guidance. His experience really shows, and his background as a pharmacist was key in offering a different perspective. He managed time well, communicated effectively, was a quick coder and built with end users in mind."

### THE RESULT

Dang, Thampan and their Beacon-dedicated team of 15 other contractors successfully completed the project by the March 2016 deadline, delivering more than 95% on the build side.

A project of this magnitude required the hiring of a **wide range of qualified experts**, contractors and consultants to successfully facilitate the **complex technological and systems migration** to EPIC. With an astounding **workload of more than 3,000 protocols** for implementation, **high-level performers** were needed to complete the tasks at hand quickly.



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