



# TEXAS SOUTHMOST COLLEGE DISTRICT

80 Fort Brown • Brownsville, Texas 78520 • (956) 882-3879 • Fax: (956) 882-8811

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TAKE NOTICE THAT A SPECIAL MEETING OF THE  
BOARD OF TRUSTEES  
OF  
TEXAS SOUTHMOST COLLEGE DISTRICT

will be held in the

Gorgas Board Room at The University of Texas and Texas Southmost College,  
80 Fort Brown, Brownsville, Texas 78520

commencing at 5:30 p.m. on Tuesday, April 3, 2012, to consider  
and act on the following Agenda:

### **Agenda**

*Posted Friday, March 30, 2012*

1. Call to Order
2. Consideration and Approval to Hire a Consultant to Administer the Election Process
3. Adjournment and Announcement of Next Meeting Dates
  - a. Thursday, April 19, 2012
  - b. Thursday, May 17, 2012

*Posted on 3-30-2012  
@ 1:35 p.m.  
Kimi Sanchez*



# TEXAS SOUTHMOST COLLEGE DISTRICT

## BOARD AGENDA REQUEST FORM

<b>Department/Division:</b> TSC District Office	<b>Board Meeting Date:</b> April 3, 2012
<b>Agenda Item:</b> Consideration and approval to hire a consultant to administer the election process.	
<b>Rationale/Background:</b> Due to SB 100, the county government will not be providing the same level of service to TSC to support the college's election. The county has agreed to lease certain voting equipment to TSC and will only provide limited advisement support.  As the result of this unforeseeable circumstance, TSC requested proposals from qualified companies to provide Election Services under state provisions for emergency purchases.  Newspapers advertisements were published on Saturday, March 31, 2012 in The Brownsville Herald and Valley Morning Star. The RFP called for election services that included coordination, supervision and handling of all aspects of administering for the period of early voting and election day to the May 12, 2012 City General Election for TSC District in accordance to provisions in the Texas Education Code and under the submissions required by the Federal voting Rights Act of 1965. The estimated contract term is five (5) weeks.  One proposal was received on April 3, 2012 from RBM Consulting, LLC in the amount of \$69,790.	
<b>Recommended Action:</b> Motion to select RBM Consulting, LLC to administer Election Services for TSC and authorize the President to execute the contract.	
<b>Fiscal Implications:</b> Budgeted Item: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A    If no, explain:	
<b>Attachments (List):</b> <ul style="list-style-type: none"><li>- RFP Package</li><li>- Bid Tabulation</li><li>- RBM Proposal</li></ul>	

<b>FOR OFFICE USE ONLY:</b>
<b>Board Action:</b> Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Tabled for action on: _____
<b>Certified by:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____

**RFP**

**TEXAS SOUTHMOST COLLEGE**

**“Election Services”**

**No.: TSC RFP 12-09**

**Submission Date:  
Tuesday, April 3, 2012**



Texas Southmost College  
80 Fort Brown  
Brownsville, Texas 78520  
956-882-7728 Phone  
956-882-8811 Fax

**Request for Proposals**  
Election Services  
Texas Southmost College  
March 31, 2012

**SECTION 1 – GENERAL REQUIREMENTS**

- 1.1 **GENERAL:** Texas Southmost College (“TSC”/”College”) is soliciting proposals (“Proposals”) for Election Services from qualified individuals/firms (“Respondents”), in accordance with the terms, conditions, and requirements set forth in this Request for Proposals. This Request for Proposals (“RFP”) provides Respondents with the information necessary to prepare and submit Proposals for consideration by the College.
- 1.2 **BACKGROUND:** TSC was initially created in 1926 as The Junior College of the Lower Rio Grande Valley. In 1931, the college name was changed to the Brownsville Junior College and then to TSC in 1949. The main campus is located in Brownsville, Texas and occupies the site of old Fort Brown, a National Historic Site with buildings dating from the 1850’s.

Originally created as an extension of the local independent school district in Brownsville, Texas, the College’s first classes were held in the fall of 1926 in the local high school building. In 1927, the school district issued bonds for the construction of a new building to house the high school and the junior college. Fort Brown, the first military post established by the U.S. Government in Texas, was closed by the Army in 1944. After extensive efforts to acquire this property, a formal dedication ceremony was held on July 22, 1948, to commemorate the approval and transfer of the Fort Brown deed to the Brownsville Junior College.

In 1973, TSC offered space on its campus to establish a four-year extension program in Brownsville with Pan American University (now The University of Texas–Pan American in Edinburg, Texas). On September 1, 1991, TSC and The University of Texas–Pan American at Brownsville combined their educational functions with The University of Texas at Brownsville (“UTB”). This entity was created as an upper-division university by the Texas Legislature in May 1991 and was authorized to enter into a partnership agreement with TSC. This resulted in the creation of The UTB/TSC Partnership.

On February 2011, the TSC Board of Trustees approved a motion to become an autonomous institution. Efforts began to develop a model and create legislation. Legislation was passed providing for the dissolution of the existing partnership agreement, ending on or before August 31, 2015, to the extent necessary to ensure accreditation.

A new president was hired in October 2011. TSC, which will continue to work collaboratively with UTB to provide excellent higher education opportunities, is in the process of reestablishing itself as an independent and fully, comprehensive public community college.

- 1.3 INQUIRIES AND INTERPRETATIONS: Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by the College as an addendum and faxed or mailed to all parties recorded by the College as having received a copy of the RFP. All such addenda issued by the College prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall be required to consider and acknowledge receipt of each addendum in its Proposals.

Only those inquiries the College replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. All Addendums, if any, can be obtained: <http://www.tsc.edu/finance/Pages/TSCBids.aspx>.

- 1.4 SUBMITTAL DEADLINE: College will accept Proposals until Tuesday, April 3, 2012 at 3:00 p.m. local time. Proposals in print format shall be submitted to the TSC Offices located at the Regiment House; 80 Fort Brown; Brownsville, Texas 78520 in attention to Mr. Chet Lewis. Subsequently, respondent names will be read aloud in the Gorgas Conference Room of the Fort Brown Campus at 3:30 p.m. local time.

- 1.5 SUBMISSION OF QUALIFICATIONS:

1.5.1 Submit one (1) **complete copy of the proposal in print or electronic format**, including any supplemental material referenced within the Proposal. The Proposal must be received on or before the time and date specified above to the point-of-contact identified below.

1.5.2 Late Proposals received by mail will be returned to the Respondent unopened. Late Proposals, depending upon circumstances, may be considered acceptable at the College's discretion.

1.5.3 The College will not accept Proposals delivered by telephone or facsimile (fax).

1.5.4 Submittals properly received will not be returned to Respondents.

- 1.6 POINT-OF-CONTACT: The College requires that Respondents restrict all contact and questions regarding this RFP to the individual named below. Questions concerning terms and conditions and technical specifications shall be directed in writing to:

Chet Lewis, Vice President of Finance and Administration  
Texas Southmost College  
Gorgas Tower  
80 Fort Brown  
Brownsville, Texas 78520  
Phone: 956-882-3879  
[chet.lewis@tsc.edu](mailto:chet.lewis@tsc.edu)

It is TSC's intent to respond to all appropriate questions and concerns; however, TSC reserves the right to decline to respond to any question or concern.

- 1.7 EVALUATION OF PROPOSALS: The evaluation of the Proposals shall be based on the requirements described in this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by TSC.

Weights:

- PART ONE: SERVICES TO TSC [20%]  
PART TWO: PROJECT TEAM AND MANAGEMENT EXPERTISE [20%]  
PART THREE: PROJECT EXECUTION [20%]  
PART FOUR: COST OF GOODS AND SERVICES [40%]

1.8 CONTRACT AWARD PROCESS:

1.8.1 By submitting a Proposal in response to this RFP, the Respondent accepts the evaluation process and acknowledges and accepts that determination of the “best value” Respondent(s) will require subjective judgments by TSC. If the College awards a contract(s), it will award the contract(s) to the respondent(s) whose Proposals are the most advantageous to College and are determined to be the best qualified based on evaluation results.

1.8.2 TSC reserves the right to consider any Proposal “non-responsive” if the fees are determined to be unreasonable or irresponsible in relation to the other submitted Proposals.

1.9 RESERVATION OF RIGHTS:

1.9.1 TSC reserves the right to award one or multiple Proposals, reject any and all Proposals and re-solicit for new Proposals, or to temporarily or permanently abandon the Project.

1.9.2 TSC makes no representations, written or oral, that it will enter into any form of agreement with any respondent(s) to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

SECTION 2 – PROPOSAL REQUIREMENTS

- 2.1 PART ONE – SERVICES TO TSC: Provide a detailed description of the services to be offered to TSC in accordance with the requirements and specifications set forth in this RFP. These services should include management of an election for a community college residing in the State of Texas which would include, but not be limited to, providing expertise in all laws, regulations and statues which govern an election, hiring and providing oversight to all necessary judges, poll workers and other election employees, developing timelines, coordinating polling locations, acquiring elections supplies, programming election machines, ordering ballots, supporting elections by mail, early voting and election day activities, and supporting tabulation on election night.

2.2 PART TWO – PROJECT TEAM AND MANAGEMENT EXPERTISE:

- 2.2.1 Provide a general statement of the individual/firm history including how many years in business, including legal name of firm, address of principal place of business, address of office that would be providing service (if different), number of employees, and annual revenue volume. If the firm has multiple locations, TSC is primarily interested in the capabilities and experience of the office that will provide the majority of the required services to TSC. Unless specifically otherwise stated, all requested information about the RFP should be limited to the local office that will serve TSC.
- 2.2.2 Describe the principals and key professional members of the prime firm that will be involved in the services.
- 2.2.3 Identify the individual whom will be the College’s primary contact and provide a brief history about this individual.
- 2.2.4 Submit resumes of the Respondent’s primary contact and other principals and key professional members including copies of all certifications, licenses, credentials, etc.
- 2.2.5 List a maximum of 3 projects for which the prime firm provided or is providing services which are most related to this project. List the projects in priority order, with the most related project listed first. Provide the following information for each project listed:
- Project Name and location (example: “Strategic Planning Consulting Services for Texas Southmost College”, Brownsville, Texas)
  - Project Owner (example: Texas Southmost College)
  - Project Dates

2.3 PART THREE: PROJECT EXECUTION: Respondent will delineate the service approach that will be implemented in providing the services as specified in the Statement of Work and Description of Services. Specifically address the following considerations:

- 2.3.1 Describe how the coordination and oversight of all elections activities will be accomplished within required timelines.
- 2.3.2 Describe the approach which will be taken to achieve a successful election.

2.4 PART FOUR - COST OF GOODS AND SERVICES: Complete the “Respondent’s Pricing Proposal Form” included as Exhibit A.

SECTION 3 – FORMAT FOR STATEMENT OF QUALIFICATIONS

- 3.1 PAGE SIZE, BINDING, DIVIDERS, AND TABS: Submittals should be on letter-size (8-1/2”x11”) paper and assembled with spiral-type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS. Preprinted material should be referenced in the submittal and included as labeled attachments. Each part of the Proposal should be

separated by use of a divider sheet with an integral tab for ready reference. Tabs should be identified in accordance with the parts under Section 2 - Requirements for Statement of Qualifications and Section 4.3 - Description of Services.

- 3.2 TABLE OF CONTENTS: All submittals should include a Table of Contents for the Proposal and page numbers for each part of the Proposal as well as any separate attachments. Supplementary information not required by Section 2 – Proposal Requirements should be clearly identified in the Table of Contents and provided as a separate part.
- 3.3 PAGINATION: Proposal shall be limited to a maximum of 30 pages. The covers, table of contents, and divider sheets do not count as pages.

#### SECTION 4 – STATEMENT OF WORK

- 4.1 BACKGROUND: TSC is a community college that was established in 1926. In 1991, the institution partnered with the University of Texas at Brownsville (UTB) and established a contractual relation to provide the instructional and support services for the community college's associate degrees, certificates and workforce training. With the recent decision to terminate the contractual relationship between TSC and UTB, the community college has begun the process to reestablish TSC as a fully functional community college serving Cameron and Willacy counties. TSC has hired the core executive leadership under the guidance of the new TSC president.

Due to SB 100, the county government will not be providing the same level of service to TSC to support the college's election. The county has agreed to lease certain voting equipment and will provide limited advisement support, but will not be participating at the same levels of service previously provided.

- 4.2 SCOPE OF WORK: TSC is soliciting proposals from qualified firms to provide election services to coordinate, supervise and handle all aspects of administering for the period of early voting and election day to the May 12, 2012 City General Election for Texas Southmost College District in accordance to provisions in the Texas Education Code and under the submissions required by the Federal Voting Rights Act of 1965. Please see the exhibits which outline the current polling locations for early voting and election day.

The election is hereby ordered to be held on May 12, 2012, for the purpose of electing two (2) TSC District Trustees for 6 year terms. Two candidates are running in each of the two open positions and therefore a runoff election should not be necessary.

- 4.3 DESCRIPTION OF SERVICES:  
The awarded firm's services will include:

- Coordination, supervision and handling all aspects of the mentioned election.
- Securing ballots, precinct kits, and other supplies necessary for an election containing 6 early polling locations and 20 election day polling locations.
- Preparation of ballot layout, election coding, programming and testing.



- Delivery of ballots, precinct kits, AutoMARK, and M100 voting equipment to 20 precincts. This includes the return of pickup and return of all election equipment leased from the County Election Office.
  - Hiring and management of all poll workers, judges and other personnel necessary.
  - Complete training of all poll workers at TSC provided location. This must include all management of poll workers that includes procuring and training of them.
  - Election day and early voting support for all poll locations.
  - Programming and testing of all tabulation equipment.
  - Election night tabulation support
  - Oversight and coordination of early voting. This should not include staffing of these sites.
  - Service as the primary resource to ensure that the election is conducted within all applicable local, state and federal laws that govern an election.
- 4.5 CONTRACT TERMS: Estimated to be approximately 5 weeks. However, contract terms will be negotiated with the selected firm (s) and will be dependent upon the agreed scope of work.
- 4.6 PRICE: Please refer to Exhibit A. Pricing Proposal Form.
- 4.8 ANTICIPATED REIMBURSABLE EXPENSES: Travel, lodging, meals and normal expenses incurred the course of duties during planning and implementation will not be reimbursed. All other expenses must receive prior approval by College in writing and must contain all required documentation requested by College to be considered for reimbursement.

## EXHIBITS

Exhibit A: Pricing Proposal Form

Exhibit B: Execution of Offer

Exhibit C: TSC General Terms and Conditions. The following clauses do not apply to this solicitation: 1.11, 1.12, 1.13, 2.1, 2.2, 2.3, 3.2 & 3.2

Exhibit D: Contract with Cameron County for Equipment

Exhibit E: Original Notice and Order

Exhibit F: Current Notice and Order

## DOCUMENT SUBMISSION CHECKLIST

1. Qualification Responses
2. Complete and Signed Pricing Proposal Form
3. Signed Execution of Offer

## PRICING PROPOSAL FORM

To: Chet Lewis  
Vice President of Finance and Administration  
Texas Southmost College  
Gorgas Tower  
80 Fort Brown St.  
Brownsville, Texas 78520

Note: Mark outside of envelope,

Proposal For: **“Election Services”**

I have received Addenda No. (s) \_\_\_\_\_, and I have included their provisions in my bid. I have examined both the documents and the site (if applicable).

In submitting this bid, I agree:

1. To hold price open for a period of ninety (90) days after the Proposal Opening date.
2. To enter into and execute a Contract with the Texas Southmost College, if awarded on the basis of the Proposal, and to furnish Bonds if required, in accordance with the owner’s requirements and instructions.
3. To accomplish the work in accordance with the Statement of Work, Description of Services and other terms provided.

It is important for TSC to gain a reasonably clear understanding of the firm’s total costs for the services described in this RFP. Firms should include as its pricing proposal form a document with a detailed pricing schedule for all services outlined in the description of services of this RFP. Interested firms should include all anticipated expenses and/or charges to be associated with these services.

The pricing proposal form should include a **fixed lump sum price** for the overall services.

In submitting this proposal, I certify that \_\_\_\_\_ (Name of Individual/Firm) has not been found guilty in a judicial or state administrative agency proceeding for unfair business practices within the year preceding the date of this statement.

Exhibit A

I further certify that I, or any officer of \_\_\_\_\_ (name of individual/firm), has not served within the past years as an officer of another company which has been found guilty in a judicial or state administrative agency proceeding of unfair business practice.

Respectfully submitted,

\_\_\_\_\_  
By: Signature and Title

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email address

## Exhibit B

### EXECUTION OF OFFER

**THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

- 2.1** By signature hereon, Proposer represents and warrants the following:
- 2.1.1 Proposer acknowledges and agrees that (1) this RFP/BID is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP/BID will not create a contract between Texas Southmost College (TSC) and Proposer; (3) College has made no representation or warranty, written or oral, that one or more contracts with College will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
  - 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
  - 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
  - 2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
  - 2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP/BID and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
  - 2.1.6 If selected by TSC, Proposer will not delegate any of its duties or responsibilities under this RFP/BID or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
  - 2.1.7 If selected by TSC, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
  - 2.1.8 All statements, information and representations prepared and submitted in response to this RFP/BID are current, complete, true and accurate. Proposer acknowledges that College will rely on such statements, information and representations in selecting the Contractor. If selected by the College, Proposer will notify College immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
  - 2.1.9 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY TSC, INDEMNIFY, AND HOLD HARMLESS, THE COLLEGE, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
  - 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP/BID may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 2.2** By signature hereon, Proposer offers and agrees to furnish the Services to College and comply with all terms, conditions, requirements and specifications set forth in this RFP.
- 2.3** By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend 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 its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists.
- 2.4** By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting contract or agreement.
- 2.5** By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

## Exhibit B

- 2.6** By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.
- 2.7** By signature hereon, Proposer certifies as follows:  
"Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP/BID may be terminated if this certification is inaccurate."
- 2.8** By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers, or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of the College, on the other hand, other than the relationships which have been previously disclosed to College in writing and (ii) Proposer has not been an employee of any component institution of TSC within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before College enters into a contract or agreement with Proposer.
- 2.9** By signature hereon, Proposer certifies that in accordance with Section 2155.004, *Government Code*, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP. In addition, Proposer certifies that an award of a contract to Proposer will not violate Section 2155.006, *Government Code*, prohibiting College from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Proposer certifies that Proposer is not ineligible to receive the award or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
- 2.10** By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.11** By signature hereon, Proposer represents and warrants that all products and services offered to College in response to this RFP/BID meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.
- 2.12** Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time College makes an award or enters into any contract or agreement with Proposer.
- 2.13** **Proposer should complete the following information:**  
If Proposer is a Corporation, then State of Incorporation: \_\_\_\_\_  
If Proposer is a Corporation then Proposer's Corporate Charter Number: \_\_\_\_\_  
RFP/BID No.: \_\_\_\_\_

## Exhibit B

**NOTICE:** WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

**Submitted and Certified By:**

---

(Proposer Institution's Name)

---

(Signature of Duly Authorized Representative)

---

(Printed Name/Title)

---

(Date Signed)

---

(Proposer's Street Address)

---

(City, State, Zip Code)

---

(Telephone Number)

---

(FAX Number)



## Exhibit C

# TERMS AND CONDITIONS

### 1. BID REQUIREMENTS:

- 1.1 Submit Bid Invitation on this form. Each bid shall be placed in a separate envelope and properly identified with Bid Invitation No. and Opening Date. Bids must be time-stamped at Texas Southmost College District, 80 Fort Brown St., Brownsville, TX 78520 on or before opening date and time shown on other side of this form. Late bids will not be considered.
- 1.2 Bids should be quoted F.O.B. Destination. If otherwise, bidder will show exact cost to deliver. Bid unit price on the quantity specified, extend and show total. In case of errors, unit prices shall govern. Bid prices will be considered firm for acceptance within 90 days after the bid opening date unless otherwise specified. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Bidder will list and deduct all trade discounts, educational discounts, and other discounts, not based on early payment from the bidder's prices quoted.
- 1.3 College is exempt from State Sales Tax and Federal Excise Tax. Do not include in bid. Tax Exemption Certificate furnished upon request.
- 1.4 Bids must give full name and address of bidder.
- 1.5 College reserves the right to accept or reject all or part of any bid, waive any formalities or technical inconsistencies, delete any requirement or specification from this invitation, or terminate this solicitation when deemed to be in college's best interest.
- 1.6 Facsimile bids, telephone bids and/or email bids are not acceptable in response to this Invitation UNLESS BID OPENING DATE SPECIFIES "RETURN MAIL". Email responses to bids NOT MARKED WITH A BID OPENING DATE OF "RETURN MAIL" WILL BE DELETED WITHOUT REVIEW AND WILL NOT BE CONSIDERED AS VALID RESPONSES. CAUTION: College offers facsimile service as a convenience only. College shall not be responsible for bids received late, illegible, incomplete, or otherwise non responsive due to failure of electronic equipment or operator error. Confirmation of facsimile bids is not required.
- 1.7 Bidder hereby assigns to College any and all claims for overcharges associated with any resulting contract arising under antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq. (1973) and the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, at seq. (1967).
- 1.8 The Vendor ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If the Vendor ID number is not known, enter bidder's Federal Employer's Identification Number, or Social Security Number if a sole owner. (Disclosure of SSN, if applicable, is mandatory pursuant to Section 231.005, Texas Family Code, and will be used in determining whether any person having 25% or greater ownership interest in the bidder company is more than 30 days delinquent in paying child support.)
- 1.9 In case of tie bids, any award will be made pursuant to Texas Bldg. & Procurement Comm. Rule I; T.A.C. Section 113.6 (b)(3)(8) (preferences).
- 1.10 Bidder shall not assign any resulting contractor purchase order without prior written approval from the College.
- 1.11 Each proposal shall include a cashier's check or certified check, or acceptable bidder's bond payable to the Owner in the amount of not less than 5% of the largest total of the bid submitted.
- 1.12 A **payment bond in the amount of 100%** of the full contract amount will be required on all contracts over \$25,000.
- 1.13 A **payment performance bond in the amount of 100%** of the full contract amount will be required on all contracts over \$100,000. If the bidder fails to execute the contract and provide satisfactory performance bonds, payment bonds and insurance certificates within ten (10) days of the day on which bidder is notified that said proposal was accepted, the bid security shall be forfeited to TSC.
- 1.14 Substitutions will not be allowed after a proposal has been submitted for consideration.
- 1.15 All addenda and/or cancellations will be issued in writing by College or its designee.
- 1.16 Each sealed bid shall constitute an offer to the Board of Trustees, as outlined therein, and shall be irrevocable after the time announced for the opening thereof. TSC reserves the right to reject any and all bids and to waive informalities in bids and to resolve ambiguities in the District's favor.

### 2. SPECIFICATIONS:

- 2.1 Unless specifically stated otherwise, any catalog, brand name or manufacturer's reference used in this Invitation is descriptive (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the bid. If bidder does not identify exceptions to the specifications shown in this Invitation, bidder will be required to furnish brand names, numbers, etc., as shown in the Invitation.

## Exhibit C

- 2.2 All items bid shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in this Invitation. Verbal agreements to the contrary will not be recognized.
- 2.3 Bidder warrants fault free performance in the processing of date and date related data (including, but not limited to, calculating, comparing and sequencing) by the product(s) identified on this Invitation. Fault free performance includes, but is not limited to, the manipulation of data with dates prior to, through, and beyond January 1, 2000, and during leap years, and performance shall be transparent to the user.

### 3. DELIVERY:

- 3.1 Bid should show the number of days required to deliver items to College's designated location under normal conditions. Unrealistically short or long delivery promises may cause bid to be disregarded. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days.
- 3.2 The Texas Hazard Communication Act (Article 5182b, VTCS) requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSDSs) for hazardous materials sold. Products covered by this Act must be accompanied by a MSDS, and such products must be labeled in compliance with the law. For any product not covered under the Act, a statement of exemption must be provided.

### 4. BIDDER AFFIRMATION: BY SIGNATURE HEREON,

- 4.1 Bidder affirms that it has not given or offered to give, and does not intend 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 the submitted bid. Failure to sign the bid may, and signing it with a false statement shall, void the submitted bid or any resulting contract and bidder will be removed from all bid lists.
- 4.2 Bidder affirms that no kinship, relationship, or affiliation exists between owners, officers, administrators and employees of the bidder and the College which could be construed as a conflict of interest.
- 4.3 Bidder certifies that it is not currently delinquent in the payment of any franchise tax owed the State of Texas under Chapter 171, Texas Tax Code. Bidder acknowledges that making a false statement as to its corporate tax status is a material breach of any resulting contract.
- 4.4 Bidder certifies that neither the bidder nor any firm, corporation, partnership or institution represented by bidder, or anyone acting for any such entity, has violated the antitrust laws of this State, (codified in Section 15.01 et seq., Texas Business and Commerce Code), or the Federal Antitrust Laws, or communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 4.5 Bidder has not received compensation for participation in the preparation of the specifications for this Invitation to Bid.
- 4.6 Under Section 2155.004, Texas Government Code (re: collecting state and local sales and use taxes) bidder certifies that the individual or entity named in its bid is not ineligible to receive the specified contract, which may be terminated and/or payment withheld if certification is inaccurate.
- 4.7 Bidder agrees that any payments due under any resulting contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 4.8 Bidder certifies, if awarded a contract, that bidder shall defend, indemnify, and hold harmless the Board of Trustees of Texas Southmost College, and all of their respective officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of bidder, or any agent, employee, subcontractor or supplier of bidder in the execution or performance of the contract.

### 5. PAYMENT:

- 5.1 TSC shall tender payment within 30 days upon receipt of invoice. Invoices should be prepared and delivered after acceptance of goods and/or completion of services
- 5.2 A payment schedule can be discussed during contract negotiations. Schedule should be included within the proposal/bid package to be reviewed by TSC.



THE STATE OF TEXAS           §  
  §  
COUNTY OF CAMERON         §

**LEASE AGREEMENT**

**ELECTION EQUIPMENT**

This Lease is made and entered into this 22<sup>nd</sup> day of March, 2012, by and between Cameron County, hereinafter called "Lessor", and the Texas Southmost College District.

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does lease to Lessee one (26) AutoMark(s) (Voter Assist Terminals), version 1.1.2258 at \$540.00 each, and two (22) Model 100 Scanner (precinct counters) version 5.2.1.0 at \$475 each, six (6) election ready laptops at \$500 each, ten (10) Early Voting Ballot Boxes at \$5.00 each, hereinafter called "Equipment".

**I.**  
**Terms**

The term of this Lease shall be for the period of Early Voting and Election Day and in case of a runoff related to the May 12, 2012 City General Election. However, if a mandatory county election is called that conflicts with this contract, this contract will become null and void. The Lessee agrees to arrange to pick up the leased equipment on April 25, 2012 at 2:30 p.m. at the County Elections Warehouse, 1006 E. Monroe, Brownsville, Texas from the Lessor. At the end of the lease, the Lessee agrees to deliver the leased equipment in its original condition to the County Elections Warehouse, 1006 E. Monroe St., Brownsville, Texas by 3:00 p.m. on May 15, 2012 same date being the expiration of the lease. The Lessee will make own arrangements to pick up and also return the equipment from and to Lessor.

Delivery of the equipment past four (4) working days of the date of the election will incur a penalty of 10% of the total lease amount under **Section II, Consideration**. If the County Elections Office is requested to pick up the leased equipment from the lessee at their locations, the county may charge \$15.00 hr/person with a minimum of 2 hours/person and mileage at .44/mi. This fee must be paid before a new agreement or lease is considered.

**II.**  
**Consideration**

In consideration for the use of the equipment, Lessee agrees to pay the sum of Twenty Seven Thousand Five Hundred Forty Dollars and no/100's (\$27,540.00). This Equipment Lease excludes any additional services such as programming for equipment, ballot layout, ballot production, etc. These services are available through Election Systems & Software, a designated authorized vendor certified by the Secretary of State's Office, and are the responsibility of the Lessee. This agreement is intended to cover only the leasing of the voting equipment and any additional work on or testing of programmed equipment is the sole responsibility of the Lessee.

(The cost for installing the programming for the equipment and the public testing for the election of May 12, 2012 is not part of this agreement and will be considered separately if such services are to be provided)

**III.**  
**Maintenance**

Lessee agrees and covenants to keep and maintain in good repair all equipment during the term of this lease. In the event that any repairs are necessary due to negligence by Lessee, Lessee agrees to utilize the Election Systems & Software Company to provide the repair service and to pay for any repairs.

**IV.**  
**Improvements and Major Repairs**

Lessee may not make any alternations, additions or improvements to the equipment.

**V.**  
**No Partnership**

This Lease shall not give rise to a partnership relation between the parties hereto. Neither party shall have the authority to bind the other without its written consent.

**VI.**  
**Indemnification**

Lessee agrees and covenants to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney fees for the defense, thereof, arising from the conduct or management of Lessee's business or its use of the equipment. In the event that any action or proceeding is brought against Lessor by reason of any of the above, Lessee further agrees and covenants to defend the action or proceeding by legal counsel acceptable to Lessor.

**VII.**  
**No Assignment or Sublease**

Lessee may not assign this Lease without the prior written consent of Lessor.

**VIII.**  
**Notices**

All notices to Lessor shall be sent by certified or registered mail, addressed to: Cameron County Elections Division, Cameron County Courthouse, 954 E. Harrison Street, P. O. Box 3587, Brownsville, Texas 78522, or at such other address as the County may otherwise designate. All notices to Lessee shall be sent certified or registered mail, addressed to: The Texas Southmost College District, 80 Fort Brown, Brownsville, Texas 78520 or at such other address as Lessee may otherwise designate in writing.

**IX.**  
**Breach**

If Lessor or Lessee fail to carry out any provision of this Lease, the other party shall have the right to terminate this Lease with three (3) days written notice, hand delivered to the other party.

**X.**  
**Entire Agreement – Amendment**

This Lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

**XII.**  
**Law Governing Venue**

This Lease shall be governed by and construed in accordance with the laws of the State of Texas, and the obligations and undertaking of each of the parties to this lease shall be performable in Cameron County, Texas.


IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto executed this Lease as of the day and year above written.


LESSOR:

LESSEE:

Cameron County

Texas Southmost College District

  
\_\_\_\_\_  
Rogelio Ortiz, Elections Administrator

  
\_\_\_\_\_  
By: \_\_\_\_\_

3/28/2012  
Date

3/26/2012  
Date

**NOTICE AND ORDER OF GENERAL ELECTION**

**NOTICE OF ELECTION  
TEXAS SOUTHMOST COLLEGE DISTRICT  
CAMERON COUNTY, TEXAS**

To the voters of the Texas Southmost College District of Cameron County, Texas:

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on May 12, 2012, for voting in a general election to elect:

**TWO (2) TSC DISTRICT TRUSTEES  
Place 6 for 6 year term  
Place 7 for 6 year term**

This order is given under and by virtue of an Order for said election made and entered by Texas Southmost College District on the 29<sup>th</sup> day of February 2012, copy of which is incorporated and made part of this notice.

**ORDER OF ELECTION  
TEXAS SOUTHMOST COLLEGE**

An election is hereby ordered to be held on May 12, 2012, for the purpose of:

**ELECTING TWO (2) TSC DISTRICT TRUSTEES  
Place 6 for 6 year term  
Place 7 for 6 year term**

and

It is further ordered and directed that the following are named as polling places as hereinafter set out, and that the District be and is divided into Election Precincts as hereinafter set out:

PRECINCT	ADDRESS	PRECINCT	ADDRESS
1, 83	Garriga Elementary School 600 Washington Port Isabel, Texas	Pt. 4	Villarreal Elementary School 7700 E. Lakeside Olmito, Texas
Pt. 2, 2a, 3, Pt. 50, 65, 66	Los Fresnos Community Center 204 Brazil Los Fresnos, Texas	6	Brownsville Learning Academy 1351 E. Polk St. Brownsville, Texas
5	Victoria Heights Elementary School 2801 E. 13th Street Brownsville, Texas	15	R. L. Martin Elementary School 1701 Stanford Avenue Brownsville, Texas
7, 8, 9	Putegnat Elementary School 730 E. 8 <sup>th</sup> Street Brownsville, Texas	37, 45	J. T. Canales Elementary School 1811 E. International Blvd. Brownsville, Texas
10, 69, 70	Cromack Elementary School 3200 E. 30th St. Brownsville, Texas	47, 49, 76	Stell Middle School 1105 Los Ebanos Blvd. Brownsville, Texas
11, 12, 13	Russell Elementary School 800 Lakeside Brownsville, Texas	52	South Padre Island City Hall 4601 Padre Blvd. South Padre Island, Texas
38	Sharp Elementary School 1439 Palm Blvd. Brownsville, Texas	54, 61, 72, 73, 74	Burns Elementary School 1974 Alton Gloor Blvd. Brownsville, Texas
46, 63	Gonzalez Elementary School 4350 Coffeepport Rd. Brownsville, Texas	62, 62A, 75	James Pace High School 314 W. Los Ebanos Blvd. Brownsville, Texas
Pt. 16, Pt. 17, 48	Yturria Elementary School 2955 W. Tandy Rd. Brownsville, Texas	67	Laguna Vista City Hall 122 Fernandez St. Laguna Vista, Texas
59	Port Isabel High School 18001 Highway 100 Laguna Heights, Texas	53, 77	Garza Elementary School 200 Esperanza Lane Brownsville, Texas
14, 68, 82, 86	Rivera High School 6955 FM 802 Brownsville, Texas	60, 71	Perkins Middle School 4750 Austin Rd. Brownsville, Texas

Poll locations are subject to change in accordance with the Texas Education Code §43.061 and as determined by the President of Texas Southmost College or her designee.

Early voting by personal appearance will be conducted at the following dates, times and locations:

Monday – Friday	April 30 – May 4, 2012	8:30 a.m. – 5:30 p.m.
Saturday	May 5, 2012	10:00 a.m. – 2:00 p.m.
Monday – Tuesday	May 7 & 8, 2012	8:30 a.m. – 5:30 p.m.

**CAMERON COUNTY ELECTIONS DEPARTMENT  
954 E. HARRISON ST.  
BROWNSVILLE, TEXAS 78520**

**CHRIST THE KING CHURCH  
2255 SOUTHMOST ROAD  
BROWNSVILLE, TEXAS 78521**

**BROWNSVILLE PUBLIC LIBRARY  
2600 CENTRAL BOULEVARD  
BROWNSVILLE, TEXAS 78521**

**THE UNIVERSITY OF TEXAS AT BROWNSVILLE AND TEXAS SOUTHMOST COLLEGE  
MARY ROSE CARDENAS HALL SOUTH (MRCHS)  
80 FORT BROWN  
BROWNSVILLE, TEXAS 78520**

**BROWNSVILLE NAVIGATION DISTRICT OFFICE  
1000 FOUST ROAD  
BROWNSVILLE, TEXAS 78521**

**HON. BENNY OCHOA III ANNEX BUILDING  
505 HIGHWAY 100  
PORT ISABEL, TEXAS 78578**

Monday	April 30, 2012	8:00 a.m. – 5:00 p.m.
Tuesday	May 1, 2012	8:00 a.m. – 8:00 p.m.
Wednesday – Friday	May 2 – May 4, 2012	8:00 a.m. – 5:00 p.m.
Saturday	May 5, 2012	9:00 a.m. – 1:00 p.m.
Monday	May 7, 2012	8:00 a.m. – 5:00 p.m.
Tuesday	May 8, 2012	8:00 a.m. – 8:00 p.m.

**LOS FRESNOS  
COMMUNITY CENTER  
204 BRAZIL STREET  
LOS FRESNOS, TEXAS 78566**

Poll locations are subject to change in accordance with the Texas Education Code §43.061 and as determined by the President of Texas Southmost College or her designee.

Applications for ballot by mail shall be mailed to:

**DEBORAH LEE DUKE  
Brownsville Navigation District Elections Administrator  
PO Box 4620  
BROWNSVILLE, TX 78523-4620**

Applications for ballot by mail must be received no later than the close of business on May 4, 2012.

Issued this the 29<sup>th</sup> day of February 2012.



**Francisco G. Rendon, Chair  
Texas Southmost College District Board of Trustees**

## NOTICE AND ORDER OF GENERAL ELECTION

### NOTICE OF ELECTION TEXAS SOUTHMOST COLLEGE DISTRICT CAMERON COUNTY, TEXAS

To the voters of the Texas Southmost College District of Cameron County, Texas:

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on May 12, 2012, for voting in a general election to elect:

**TWO (2) TSC DISTRICT TRUSTEES**  
Place 6 for 6 year term  
Place 7 for 6 year term

This order is given under and by virtue of an Order for said election made and entered by Texas Southmost College District on the 29<sup>th</sup> day of February 2012, copy of which is incorporated and made part of this notice.

### ORDER OF ELECTION TEXAS SOUTHMOST COLLEGE

An election is hereby ordered to be held on May 12, 2012, for the purpose of:

**ELECTING TWO (2) TSC DISTRICT TRUSTEES**  
Place 6 for 6 year term  
Place 7 for 6 year term

and

It is further ordered and directed that the following are named as polling places as hereinafter set out, and that the District be and is divided into Election Precincts as hereinafter set out:

PRECINCT	ADDRESS	PRECINCT	ADDRESS
1, 83	Garriga Elementary School 600 Washington Port Isabel, Texas	Pt. 2, Pt. 99, 3, Pt. 50, 65, 66	Los Fresnos Community Center 204 Brazil Los Fresnos, Texas
Pt. 4, 95	Villarreal Elementary School 7700 E. Lakeside Olmito, Texas	5, 46, 63, 96	Gonzalez Elementary School 4350 Coffeepport Rd. Brownsville, Texas
6, 7, 8, 9	Putegnat Elementary School 730 E. 8 <sup>th</sup> St. Brownsville, Texas	10, 69, 70	Cromack Elementary School 3200 E. 30th St. Brownsville, Texas
11, 12, 13	Russell Elementary School 800 Lakeside Brownsville, Texas	14, 68, 82, 86, 102	Rivera High School 2955 W. Tandy Rd. Brownsville, Texas
15	R. L. Martin Elementary School 1701 Stanford St. Brownsville, Texas	16, Pt. 17, 48, 98	Yturria Elementary School 7455 Old Military Rd. Brownsville, Texas
37, 45	J. T. Canales Elementary School 1811 E. International Blvd. Brownsville, Texas	38, 97	Sharp Elementary School 1439 Palm Blvd. Brownsville, Texas
47, 49, 76	Stell Middle School 1105 Los Ebanos Blvd. Brownsville, Texas	52	South Padre Island City Hall 4601 Padre Blvd. South Padre Island, Texas
53, 77	Garza Elementary School 200 Esperanza Ln. Brownsville, Texas	54, 61, 72, 73, 74, 100, 101	Burns Elementary School 1974 Alton Gloor Blvd. Brownsville, Texas
59	Port Isabel High School 18001 Highway 100 Laguna Heights, Texas	60, 71	Perkins Middle School 4750 Austin Rd. Brownsville, Texas
62, 75	James Pace High School 314 W. Los Ebanos Blvd. Brownsville, Texas	67	Laguna Vista City Hall 122 Fernandez St. Laguna Vista, Texas

Poll locations are subject to change in accordance with the Texas Education Code §43.061 and as determined by the President of Texas Southmost College or her designee.

Early voting by personal appearance will be conducted at the following dates, times and locations:

<b>Monday – Friday</b>	<b>April 30 – May 4, 2012</b>	<b>8:30 a.m. – 5:30 p.m.</b>
<b>Saturday</b>	<b>May 5, 2012</b>	<b>10:00 a.m. – 2:00 p.m.</b>
<b>Monday – Tuesday</b>	<b>May 7 &amp; 8, 2012</b>	<b>8:30 a.m. – 5:30 p.m.</b>

**CAMERON COUNTY ELECTIONS DEPARTMENT  
954 E. HARRISON ST.  
BROWNSVILLE, TEXAS 78520**

**CHRIST THE KING CHURCH  
2255 SOUTHMOST ROAD  
BROWNSVILLE, TEXAS 78521**

**BROWNSVILLE PUBLIC LIBRARY  
2600 CENTRAL BOULEVARD  
BROWNSVILLE, TEXAS 78521**

**THE UNIVERSITY OF TEXAS AT BROWNSVILLE AND TEXAS SOUTHMOST COLLEGE  
MARY ROSE CARDENAS HALL SOUTH (MRCHS)  
80 FORT BROWN  
BROWNSVILLE, TEXAS 78520**

**LOS FRESNOS  
COMMUNITY CENTER  
204 BRAZIL STREET  
LOS FRESNOS, TEXAS 78566**

**HON. BENNY OCHOA III ANNEX BUILDING  
505 HIGHWAY 100  
PORT ISABEL, TEXAS 78578**

Poll locations are subject to change in accordance with the Texas Education Code §43.061 and as determined by the President of Texas Southmost College or her designee.

Applications for ballot by mail shall be mailed to:

**Chet Lewis  
Vice President for Administration and Finance  
80 Fort Brown  
Brownsville, Texas 78520**

Applications for ballot by mail must be received no later than the close of business on May 4, 2012.

Issued this the 29<sup>th</sup> day of February 2012.

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**Francisco G. Rendon, Chair  
Texas Southmost College District Board of Trustees**

# AVISO Y ORDEN DE ELECCIÓN GENERAL

## AVISO DE ELECCIÓN TEXAS SOUTHMOST COLLEGE DISTRICT CAMERON COUNTY, TEXAS

A los votantes registrados del Texas Southmost College District del Condado Cameron de Texas:

Por la presente se notifica que las casillas para votar situadas en la Orden de Elección se abrirán desde las 7:00 a.m. a las 7:00 p.m. el día 12 de mayo del 2012, para votar en la Elección general de:

**DOS (2) MIEMBROS DE LA MESA DIRECTIVA DEL TSC DISTRICT**  
Lugar 6 – por un termino de seis (6) años  
Lugar 7 – por un termino de seis (6) años

Este aviso es expedido por una Orden para dicha elección hecha y archivada por el Texas Southmost Collage District este día 29 de febrero del 2012, cual copia es incorporada y hecha parte de este aviso.

## ORDEN DE ELECCIÓN TEXAS SOUTHMOST COLLEGE DISTRICT

Por la presente se convoca a elecciones el día 12 de mayo del 2012, con el propósito de:

**DOS (2) MIEMBROS DE LA MESA DIRECTIVA DEL TSC DISTRICT**  
Lugar 6 – por un termino de seis (6) años  
Lugar 7 – por un termino de seis (6) años

Asimismo se ordena y se dispone que quedan establecidas como casillas electorales los lugares que a continuación se mencionan, y que el Distrito deberá dividirse, y en este acto se divide, en los precintos que a continuación se mencionan:

PRECINCTO	DIRECCION	PRECINCTO	DIRECCION
1, 83	Garriga Elementary School 600 Washington Port Isabel, Texas	Pt. 2, Pt. 99, 3, Pt. 50, 65, 66	Los Fresnos Community Center 204 Brazil Los Fresnos, Texas
Pt. 4, 95	Villarreal Elementary School 7700 E. Lakeside Olmito, Texas	5, 46, 63, 96	Gonzalez Elementary School 4350 Coffeepport Rd. Brownsville, Texas
6, 7, 8, 9	Putegnat Elementary School 730 E. 8 <sup>th</sup> St. Brownsville, Texas	10, 69, 70	Cromack Elementary School 3200 E. 30th St. Brownsville, Texas
11, 12, 13	Russell Elementary School 800 Lakeside Brownsville, Texas	14, 68, 82, 86, 102	Rivera High School 2955 W. Tandy Rd. Brownsville, Texas
15	R. L. Martin Elementary School 1701 Stanford St. Brownsville, Texas	16, Pt. 17, 48, 98	Yturria Elementary School 7455 Old Military Rd. Brownsville, Texas
37, 45	J. T. Canales Elementary School 1811 E. International Blvd. Brownsville, Texas	38, 97	Sharp Elementary School 1439 Palm Blvd. Brownsville, Texas
47, 49, 76	Stell Middle School 1105 Los Ebanos Blvd. Brownsville, Texas	52	South Padre Island City Hall 4601 Padre Blvd. South Padre Island, Texas
53, 77	Garza Elementary School 200 Esperanza Ln. Brownsville, Texas	54, 61, 72, 73, 74, 100, 101	Burns Elementary School 1974 Alton Gloor Blvd. Brownsville, Texas
59	Port Isabel High School 18001 Highway 100 Laguna Heights, Texas	60, 71	Perkins Middle School 4750 Austin Rd. Brownsville, Texas
62, 75	James Pace High School 314 W. Los Ebanos Blvd. Brownsville, Texas	67	Laguna Vista City Hall 122 Fernandez St. Laguna Vista, Texas



Los lugares designados como casillas electorales están sujetos a cambio conforme a lo estipulado en el código §43.061 de la educación de Texas y establecido por la presidenta de Texas Southmost College o su designado(a).

La votación por adelantado en persona se llevará a cabo en:

<b>lunes - viernes</b>	<b>30 de abril – 4 de mayo del 2012</b>	<b>8:30 a.m. – 5:30 p.m.</b>
<b>sábado</b>	<b>5 de mayo del 2012</b>	<b>10:00 a.m. – 2:00 p.m.</b>
<b>lunes – martes</b>	<b>7 y 8 de mayo del 2012</b>	<b>8:30 a.m. – 5:30 p.m.</b>

**CAMERON COUNTY ELECTIONS DEPARTMENT  
954 E. HARRISON ST.  
BROWNSVILLE, TEXAS 78520**

**CHRIST THE KING CHURCH  
2255 SOUTHMOST ROAD  
BROWNSVILLE, TEXAS 78521**

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MARY ROSE CARDENAS HALL SOUTH (MRCHS)  
80 FORT BROWN  
BROWNSVILLE, TEXAS 78520**

**LOS FRESNOS  
COMMUNITY CENTER  
204 BRAZIE STREET  
LOS FRESNOS, TEXAS 78566**

**HON. BENNY OCHOA III ANNEX BUILDING  
505 HIGHWAY 100  
PORT ISABEL, TEXAS 78578**

Los lugares designados como casillas electorales están sujetos a cambio conforme a lo estipulado en el código §43.061 de la educación de Texas y establecido por la presidenta de Texas Southmost College o su designado(a).

Las solicitudes para votar por correo deberán enviarse a:

**Chet Lewis  
Vice President for Administration and Finance  
80 Fort Brown  
Brownsville, Texas 78520**

Las solicitudes de boletas para votar por correo deberán recibirse al finalizar las horas de oficina de el 4 de mayo del 2012.

Emitida este día 29 de febrero del 2012.

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**Francisco G. Rendon, Presidente  
Mesa Directiva de Texas Southmost College District**

# Election Services

## TSC RFP 12-09

**RFP Deadline:** Tuesday, April 3, 2012, 3:00 P.M.

**RFP Opening:** Tuesday, April 3, 2012, 3:30 P.M.

**Location:** Regiment House

**Date Advertised:** Saturday, March 31, 2012

**Newspapers:** Brownsville Herald and Valley Morning Star

Respondent's Name	Qualifications	Execution of Offer
RBM Consulting, LLC	Yes	Yes

 **RBM CONSULTING, LLC**

**BID RESPONSE**

**TO**

**TEXAS SOUTHMOST COLLEGE**

**RFP NO.: TSC RFP 12-09**

**Submission Date:**

**Tuesday, April 3, 2012**



## **TABLE OF CONTENTS**

**Cover Letter**

**Qualification Responses**

**Exhibit A – Pricing Proposal Form**

**Exhibit B – Execution of Offer**

 **RBM Consulting, LLC**

1212 North Lake Shore Drive, #32-B South  
Chicago, IL 60610

April 1, 2012

**VIA E-MAIL: chet.lewis@tsc.edu**

Chet Lewis  
Vice President of Finance and Administration  
Texas Southmost College  
Gorgas Tower  
80 Fort Brown  
Brownsville, Texas 78520

RE: RFP Texas Southmost College "Election Services" No.: TSC RFP 12-09  
Submission Date: Tuesday, April 3, 2012

Dear Mr. Lewis:

Thank you for allowing RBM Consulting the opportunity to provide election services and support for the May 12, 2012 TSC District Trustee Election. Through **our unique business model of partnering with you**, we are confident that we bring to your office a new level of expertise and insight to improve election management and performance.

RBM has built an election service company the way it should be built, emphasizing the customer as the single most important element in the business. We accomplish this by **partnering** with you in the truest sense of the word, as opposed to simply providing a service in the form of a vendor contract. Our unique partnering approach provides our customers with the following features and advantages:

- **Experienced Personnel** – We understand the need to have experience with resolving many types of issues and we must be able to match this experience with the needs that are specific to you. RBM has a long standing relationship with Mr. Roger Ortiz, Director of Elections in Cameron County. These relationships, along with our vast election experience, provide Southmost College great resources to help conduct the election.
- **Management Team** – An experienced Account Manager and an on-site Project Manager will focus on improving communications, providing a more efficient workflow, reducing errors and re-work, and maximizing your ability to conduct the smoothest election possible. In addition, this Management Team will keep you informed on the **Best of Breed** election practices used nationally and will assist your staff in the planning process of the Trustee Election.
- **Expertise in ALL election functions** – RBM has the expertise required for all the varied functions necessary to conduct the TSC District Trustee Election, including hardware and software support, election coding, ballot layout and printing, pollworker recruitment and early voting requirements. We will provide this support on-site, working directly with your staff, every step of the way.

The partnership that RBM and Southmost College can forge is special. We look forward with confidence to working with you in this most important area now and well into the future.

Attached you will find our bid response. I trust that you will find it complete and we look forward to discussing some new innovations and how they will make this the best election year ever.

Sincerely,

Todd Mullen  
RBM Consulting, LLC

## Section 2- Proposal Requirements

### Part One: Services to TSC

RBM proposes to assist Texas Southmost College (TSC) in conducting the May 12, 2012 District Trustee Election. Ciria de Castillo will act as project manager dealing with day to day objectives and will be on site from April 15<sup>th</sup> through May 15<sup>th</sup>. Todd Mullen will serve as the overall project leader and will assist Ciria with resources and any additional help she may need.

The following are the line items that are included in our proposal:

1. Includes 24,000 single sided ES&S ballots
2. Provide timelines for successful election planning
3. Precinct kits for 20 precincts and 6 early vote locations
4. Election coding and ballot layout
5. Delivery of ballots, precinct kits, AutoMARK, and M100 voting equipment to 20 precincts and early vote locals and return of all equipment to the County Election Office.
6. Complete training of all poll workers and early vote workers at Texas Southmost College provided location. This includes all management of poll workers that includes procuring and training of them. Texas Southmost College will be given a complete list of poll workers with Social Security numbers and they will be responsible for paying all poll workers.
7. Postage and envelopes for absentee ballots will be provided by TSC.
8. Election day support for all poll locations
9. Full testing of all tabulation equipment.
10. Election night tabulation support
11. Oversight and coordination of early voting. This will include the staffing and training of these sites but payment will be handled the same as the pollworkers. TSC will pay these individuals directly.
12. A total of 35 days of project management both on and off site. If additional days are needed they will be billed at \$1,500 per day. A complete accounting of days will be provided and additional days will not be used without the approval of TSC.

In addition, RBM will assist in acquiring supplies needed for the election. These supplies will be billed back to TSC as they are incurred.

One item **not included** is providing expertise in all laws, regulations, and statutes which govern an election.

## **Part Two: Project Team and Management Expertise**

RBM Consulting, LLC is an independent service provider for the election industry. The principles of the company are Dan Brennan, Dan McGinnis, Geoff Ryan, Todd Mullen, and Keith McGinnis. All told, they have over 125 years of election experience between them. The company address is as follows:

RBM Consulting, LLC  
1212 North Lake Shore Drive  
32B South  
Chicago, IL 60610

RBM was formed in 2007 after the Help America Vote Act (HAVA) was implemented. The principles saw opportunity in the industry. Each of the existing election companies had gotten so focused on simply selling hardware, the gap for service was growing at an alarming rate. The group then went after full service support for customers regardless of the specific type of voting equipment. This support now covers everything from full service support to ballot production, hardware maintenance, and even new equipment sales. RBM uses contractors to sell and service all accounts. These contractors now total over 20 individuals.

The key individuals that will be involved in this project will be Todd Mullen, Cira de Castillo, and Jerry Hayek. Ms. de Castillo will be the on-site project manager. She will be responsible for project timelines and processes. She will arrive on-site April 16<sup>th</sup> and stay through May 15<sup>th</sup>. Todd Mullen will provide support and resources to the on-site personnel. Jerry Hayek will assist with poll workers and equipment maintenance. Jerry was involved when Cameron County originally installed the voting system and was the original project manager.

Resumes for Mullen and de Castillo are as follows:



**Todd C. Mullen**  
**12615 Deer Hollow Drive**  
**Omaha, NE 68154**

**Email [tmullen@gobrm.com](mailto:tmullen@gobrm.com)**  
**402.212.0854**

### **Election Experience**

2007-Present, joined RBM Consulting to continue to work in an election environment, and to function as a sales agent representing, systems, service and ancillary products that make a turn-key offering to County Governments.

1998-2007, Served as Regional Vice-President of Sales for Election Systems and Software representing twenty states and five sales associates until 2002, and then served as Regional Sales Representative for Nebraska, Hawaii, Ohio, Pennsylvania and New Jersey.

1987-1998, Started with American Information Systems (AIS) as a ballot printing specialist with sales responsibility in Nebraska, Iowa, and Kansas. In 1998 territory expanded to Ohio, Pennsylvania, Georgia, South Carolina, Nebraska, Montana and Iowa. The increased territory included tabulation hardware sales in referenced states. Responsibilities included sales and installation of equipment. This installation included poll worker training, staff training, printer training, election day preparation, election day support, and canvassing.

### **Election Accomplishments**

Sales responsibilities in 2006 accounted for \$105 million dollars in new hardware sales. Sold and installed Allegheny County, PA. Allegheny consists of 1321 precincts and purchased 4700 DRE voting terminals. Installation requirements included leading a team of professionals to train staff, poll workers, and warehouse group as well as work hand in hand with the County Administrator to coordinate all efforts. Public awareness was an integral part of the installation because the entire project was done in six weeks.

### **Education**

Business Management, University of Nebraska at Omaha

### **References Available Upon Request**

**Cira de Castillo**  
**P.O. Box 322 Lawai HI 96765**  
**808 332 9158 H 808 639 8850 C**  
**cira@hawaii.rr.com**

### **Highlights of Skills**

- Experienced program and project administrator specializing in elections.
- Substantial experience in public policy information production and distribution.
- Strong writer including reports, legal research, news articles and press releases.
- Demonstrated success in meeting goals, deadlines and budgets.
- Organized; collaborative team member and self-directed independent worker.
- Effective at conveying a cross media message to a diverse or specific audience.

### **Related Work Experience**

#### **2009-Present Independent Contractor Supporting Elections**

##### Recent Projects

**March 2012:** Kauai Island Utility Cooperative (KIUC) Board of Directors election for 35,000 Registered Voters. Coordinate all aspects of this annual election project including return ballot verification, training mail ballot team, set up of count center, ballot count process and ballot storage. Voting was mail ballot and online.

**November 2012:** Project Coordinator for mail ballot count center processing over 300,000 ballots. Established communications, field office and count site operations. Trained twelve teams to support central count operations.

**October 2011:** Established call center operations providing voter services for international labor union election. Provided voter registration verification and information for 2 mil registered voters. Trained and supervised 24 phone operators supporting a voter "hot line" in three languages English, Spanish and French.

##### **Small business consultant specializing in procurement & communications**

Provide support for Kauai contractors and small business owners creating business plans, organizing operations, drafting contracts, establishing policies and procedures, staff training, licensing and marketing.

#### **2000-2008**

Project Coordinator for private elections services company (Election System & Software) implementing eight year \$10 million contract. Established field office, organized executive and technical divisions, intuited filing systems to assure prompt retrieval of files, documents, regulations, statistics, reports and contacts. Produced post election reports for internal corporate, contract compliance and press information. Secured and arranged project travel, vendors, shippers, rentals contracts and logistics.

Developed and implemented training strategy for over 6,000 statewide Election Day workforce serving in 350 precincts and four (4) counties. Developed corporate sponsored community organization program fundraisers and fostered university paid internship program. Coordinated the installation of election results reporting wide area network. Coordinated project testing, logistics, communications and data collection and statistical reporting.

(2006) Project manager on large statewide (PA) installation of a new voting system. Responsible for training, installation, acceptance testing and Election Day support in ten (10) counties. Assembled and directed a mobile tech team

that traveled over an eight week timeframe. All counties were transitioning from lever to optical scan and touch screen voting for HAVA compliance.

- 1999-2000** "Ha Hawaii" Election - Coordinated statewide call center operations. Established and trained communication operation for first vote on native Hawaiian sovereignty question.
- 1996-1999** Hawaii Office of Elections -Voter Registration Specialist State of Hawaii (650,000 registered voters). Responsible for program development, compliance reporting and inter-agency liaison support related to state election law and federal election laws related to the Help America Vote Act (HAVA), Americans with Disabilities Act (ADA), National Voting Rights Act (NVRA), the Uniformed and Overseas Citizen Absentee Voting Act (UOCAVA). Responsible for print production and distribution of voter registration forms (400,000), eight (8) pg. insert to state tax brochure (600,000), coordinated the voter registration insert in statewide telephone directory (1,000,000). Supported state transition from punch card to optical scan voting for HAVA implementation. Coordinated the development and institution of hawaii.gov/elections. Data collection and reporting on agency goals and programs. Responsible for production and distribution of fact sheets, manuals, standard operating procedures and draft director correspondence. Project coordinator, trainer and Election Day supervisor of over 500 workers, troubleshooters and call center operators. Coordinator for Kids Voting implementation, Young Voters Registration Program and WikiWiki Drive Voter Registration Project.

Education University of Albuquerque, NM - Woman's Studies  
Marymount College Boca Raton, FL - Liberal Arts

Certifications University of Hawaii KCC - Paralegal Certification  
Interaction Associates Inc. – Facilitative Leadership  
Hawaii Department of Education Substitute Teacher & Adult Literacy Tutor  
Kauai Medical Reserve Corps (MRC)  
Community Emergency Response Team (CERT)

References include the following:

1. Marion County, IN (Indianapolis) full service election support contract. Contract started in 2009 and continues until 2015.
2. St Joseph County, IN (South Bend) full service election support contract. Contract started in 2009 and continues until 2015.
3. Vanderburgh County, IN (Evansville) full service election support contract. Contract started in 2009 and continues until 2015.

### **Part Three: Project Execution**

Cira de Castillo will be responsible for putting together our project plan and project timeline and she will be on-site starting April 16<sup>th</sup>. She will start with meetings with TSC and meetings with Roger Ortiz at the County Election Office. The first order of business will be that we procure all forms needed with the help of the County Election Office. An example of this would be early voting request forms.

Once all forms are noted, pollworker and early voting personnel will be recruited and supervised. This will be done with lists provided from the County. Training for these individuals will be conducted at a site provided by TSC. Early voting will begin April 30<sup>th</sup> and continue until May 8<sup>th</sup>.

Ballot layout and coding will be done through the Cameron County Election Office. Ballot printing will be done by RBM and equipment testing and delivery will all be done locally under Cira's supervision. Election Day support and supervision is included.

Cira will be responsible for setting up meetings to update TSC staff on progress and issues. She will also be in contact with the local election office for added expertise.

### **Part Four: Cost of Goods and Services**

Detailed pricing schedule for TSC District Trustee Election

24,000 Ballots @ \$0.31 each	\$7,440
Ballot delivery charge	\$400
Election coding and layout	\$4,500
Precinct and early voting kits	\$1,950
Project Management (35 days)	\$52,500
Equipment delivery to precincts	\$1,500
Equipment pickup from precincts	\$1,500
Poll worker and early voting training	Included
Election Day support	\$3,000
M100 testing	Included
AutoMark testing	Included
Oversight and coordination of E/V	Included
<b>TOTAL PRICE</b>	<b>\$69,790*</b>

\*60% of total price due upon contract execution

## PRICING PROPOSAL FORM

To: Chet Lewis  
Vice President of Finance and Administration  
Texas Southmost College  
Gorgas Tower  
80 Fort Brown St.  
Brownsville, Texas 78520

Note: Mark outside of envelope.

Proposal For: "Election Services"

I have received Addenda No. (s) NONE (TM), and I have included their provisions in my bid. I have examined both the documents and the site (if applicable).

In submitting this bid, I agree:

1. To hold price open for a period of ninety (90) days after the Proposal Opening date.
2. To enter into and execute a Contract with the Texas Southmost College, if awarded on the basis of the Proposal, and to furnish Bonds if required, in accordance with the owner's requirements and instructions.
3. To accomplish the work in accordance with the Statement of Work, Description of Services and other terms provided.

It is important for TSC to gain a reasonably clear understanding of the firm's total costs for the services described in this RFP. Firms should include as its pricing proposal form a document with a detailed pricing schedule for all services outlined in the description of services of this RFP. Interested firms should include all anticipated expenses and/or charges to be associated with these services.

The pricing proposal form should include a **fixed lump sum price** for the overall services.

In submitting this proposal, I certify that RBM CONSULTING, LLC (Name of Individual/Firm) has not been found guilty in a judicial or state administrative agency proceeding for unfair business practices within the year preceding the date of this statement.

Exhibit A

I further certify that I, or any officer of RBM Consulting, LLC (name of individual/firm), has not served within the past years as an officer of another company which has been found guilty in a judicial or state administrative agency proceeding of unfair business practice.  
Respectfully submitted,

Todd Muller Managing Partner  
By: Signature and Title

4/1/12  
Date

RBM Consulting, LLC  
Firm

1212 N Lake Shore Drive  
Address 32 B South

CHICAGO  
City

IL 60610  
State

402-212-0854  
Phone Number

TMULLEN@GDRBM.COM  
Email address

EXECUTION OF OFFER

**THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

- 2.1 By signature hereon, Proposer represents and warrants the following:
- 2.1.1 Proposer acknowledges and agrees that (1) this RFP/BID is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP/BID will not create a contract between Texas Southmost College (TSC) and Proposer; (3) College has made no representation or warranty, written or oral, that one or more contracts with College will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
  - 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
  - 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
  - 2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
  - 2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP/BID and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
  - 2.1.6 If selected by TSC, Proposer will not delegate any of its duties or responsibilities under this RFP/BID or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
  - 2.1.7 If selected by TSC, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
  - 2.1.8 All statements, information and representations prepared and submitted in response to this RFP/BID are current, complete, true and accurate. Proposer acknowledges that College will rely on such statements, information and representations in selecting the Contractor. If selected by the College, Proposer will notify College immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
  - 2.1.9 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY TSC, INDEMNIFY, AND HOLD HARMLESS, THE COLLEGE, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
  - 2.1.10 Pursuant to Sections 2107.008 and 2252.009, Government Code, any payments owing to Proposer under any contract or agreement resulting from this RFP/BID may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 2.2 By signature hereon, Proposer offers and agrees to furnish the Services to College and comply with all terms, conditions, requirements and specifications set forth in this RFP.
- 2.3 By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend 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 its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists.
- 2.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, Tax Code, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting contract or agreement.
- 2.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.



Exhibit B

- 2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.
- 2.7 By signature hereon, Proposer certifies as follows:  
"Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP/BID may be terminated if this certification is inaccurate."
- 2.8 By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers, or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of the College, on the other hand, other than the relationships which have been previously disclosed to College in writing and (ii) Proposer has not been an employee of any component institution of TSC within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before College enters into a contract or agreement with Proposer.
- 2.9 By signature hereon, Proposer certifies that in accordance with Section 2155.004, *Government Code*, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP. In addition, Proposer certifies that an award of a contract to Proposer will not violate Section 2155.006, *Government Code*, prohibiting College from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Proposer certifies that Proposer is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
- 2.10 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.11 By signature hereon, Proposer represents and warrants that all products and services offered to College in response to this RFP/BID meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.
- 2.12 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time College makes an award or enters into any contract or agreement with Proposer.
- 2.13 Proposer should complete the following information:  
If Proposer is a Corporation, then State of Incorporation: ILLINOIS  
If Proposer is a Corporation then Proposer's Corporate Charter Number: \_\_\_\_\_  
RFP/BID No.: 12-09

Exhibit B

**NOTICE:** WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

RBM Consulting, LLC  
(Proposer Institution's Name)

*T.M.M.*  
(Signature of Duly Authorized Representative)

Todd Mullen MANAGING PARTNER  
(Printed Name/Title)

4/1/12  
(Date Signed)

1212 N LAKE SHORE DRIVE, 328 SOUTH  
(Proposer's Street Address)

CHICAGO, IL 60610  
(City, State, Zip Code)

402-212-0854  
(Telephone Number)

N/A  
(FAX Number)