

REQUEST FOR PROPOSAL

#2025-001

BANKING SERVICES



Permian Basin
REGIONAL PLANNING COMMISSION

(USPS)
PO Box 60660
Midland Texas 79711

(FEDEX/UPS)
2910 LaForce Blvd
Midland Texas 79706

RELEASE DATE: November 5, 2024

DEADLINE FOR QUESTIONS: November 14, 2024

RESPONSE DEADLINE: December 5, 12:00 pm

RESPONSES MUST BE SUBMITTED TO ONE OF THE ADDRESSES ABOVE OR DROPPED OFF AT THE LA FORCE LOCATION. PACKAGE MUST BE CLEARLY LABELED **PBRPC RFP 2025-001: HOLD**.

Permian Basin Regional Planning
Commission REQUEST FOR PROPOSAL

Banking Services

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1. Inquiries/Clarifications/Modifications/Submission

Respondents must submit questions to chenderson@pbrpc.org by the Questions deadline. All questions emailed should reference RFP #2025-001. Telephone inquiries will not be accepted. PBRPC will respond as completely as possible to each question. Questions and answers will be posted as soon as available. The names of respondents who submit questions will not be disclosed.

All clarifications will be available in the Question and Answer Section at pbrpc.org/procurement-and-bid-opportunities, only the information in these sections should be used in preparing a response; verbal communications and other written documents intended to clarify and interpret will not legally bind PBRPC. PBRPC does not assume responsibility for the receipt of any clarifying information. Respondents must periodically check for updates.

Each Respondent must carefully examine all Solicitation documents and become thoroughly familiar with all requirements prior to submission to ensure the response meets the intent of this Solicitation. Respondent is responsible for making all investigations and examinations that are necessary to ascertain conditions affecting the requirements of this Solicitation. Failure to make such investigations and examinations will not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the Solicitation.

Proposals should be clearly marked "PBRPC RFP #2025-001 : HOLD". Proposals received after the submission deadline will be returned unopened and will not be considered under any circumstances. Faxed proposals will not be considered. Electronic copy submitted to chenderson@pbrpc.org in (pdf format) and three (3) complete printed copies of the proposal are required.

Responses may be submitted any time prior to the submission deadline. Respondents may modify submissions that have already been submitted, before the deadline. Recording of proposal submission time and date will occur our procurement office. To satisfy any required public opening, the respondent list is made available at pbrpc.org/procurement-and-bid-opportunities website after the deadline.

2. Scope of Work

2.1. Overview

The Permian Basin Regional Planning Commission (PBRPC), a regional council of governments number 9, is authorized by the Texas Local Government Code, Chapter 391. The PBRPC membership includes seventeen counties in the Permian Basin region, including twenty-eight cities, towns, census places, special districts and the education entities within. The agency receives and implements federal, state and local funds. At the October 17, 2024, the Board of Directors authorized a Request for Proposals for banking institution services. (visit PBRPC.org)

Respondents must be adequately capitalized to accommodate the PBRPC's cash and investment needs. The PBRPC currently utilizes 8 bank accounts. These accounts are made up of two depositories, a disbursement, a payroll, and 4 other local investment accounts. The depository accounts receive all deposits and fund the disbursement and payroll accounts, which are sweep accounts. The other investment accounts receive funds via transfers from the depository accounts are maintained for local purposes.

2.2. Minimum Qualifications

The Respondent must meet the following criteria in order to be considered for selection. However, Respondents may describe any products or services not specified in this RFP that would be beneficial.

- A. A banking corporation authorized to do business in Texas.
- B. Have at least \$5 billion in total assets.
- C. Must meet bonding requirements.
- D. Ability to provide collateral on all deposits.
- E. Have one or more offices in a twenty-mile radius to PBRPC's Office.
- F. Compliance with Texas and local county and city laws.
- G. Maintain minimum regulatory capital ratios that meet the definition of a "well capitalized bank." They are as follows:
 1. Total risk-based capital ratio: 10%
 2. Tier 1 Risk-based capital ratio: 6%
 3. Leverage ratio: 5%.
 4. Have favorable statistical ratings from a nationally recognized rating service.
 5. Be a Federal or State of Texas-chartered financial institution.
 6. Have a "satisfactory" overall rating in their most recent evaluation by the appropriate federal financial supervisory agency, in terms of meeting the credit needs of the 17 counties serviced by Permian Basin Regional Planning Commission.

7. Be capable of providing electronic and web-based banking services.
8. Be an approved State of Texas depository for public funds.

Proposed banks who do not meet all of the aforementioned criteria may be eliminated from consideration.

2.3. [Required Services](#)

At minimum, PBRPC seeks the following services:

Wire Transfer Services

The bank must have the capability to accommodate incoming and outgoing electronic transfers. The bank should also provide PBRPC with a money transfer service that allows PBRPC to initiate online wire transfers and intra-book transfers among PBRPC's various accounts.

Automated Clearing House (ACH)

The bank must have the capability to accommodate income and outgoing ACH transactions and provide online notification of ACH deposits within 24 hours. PBRPC uses direct deposit services for its semi-monthly payroll and to make payments to vendors.

Availability of Funds

The bank must guarantee immediate credit on all incoming wire transfers and U. S. Treasury checks upon receipt and all other checks based on the bank's published availability schedule.

Monthly Statements and Account Analysis

The bank must provide on-line monthly account reconciliation reports, bank statements, account analysis statements, "prior day statement" and other report related features normally associated with government accounts.

Collection and Deposit Services

Standard commercial deposit services are required. PBRPC's cash deposits happen on occasion.

Remote Deposit Services including Check Truncation and Check Conversion

Remote deposit capture online services enabling the electronic capturing of check images and data. Transmitting that information for deposit and clearing of these check items.

Collateralization of Deposits

A deposit of public funds shall be secured by eligible security in the manner required by Texas Government Code chapter 2257.

Bank Liability

The bank must assume liability when extraordinary events occur.

Disaster Recovery

The bank must utilize disaster recovery plans, emergency communication protocols, and back-up systems which would enable PBRPC to continue operations and delivery of community services in the event of systems breakdowns or other emergencies.

Online Banking Services

The bank must have a comprehensive online application to allow PBRPC to make deposits, receive previous day balance and transaction information for each account. PBRPC currently uses online banking services to make deposits, obtain a balance report each morning to assist in their cash management functions. PBRPC is seeking to leverage technology and automation to the greatest extent possible to improve efficiency and controls over cash management.

Reporting:

1. Daily balance reporting – Summary.
2. Daily balance reporting – detail (with check detail and images).
3. Daily ACH and wire with full addenda information.
4. Current day reporting.
5. Intra-day reporting (real time or delayed).
6. All reports can be converted to Excel.

Execution of Transactions:

1. Transfers between accounts.
2. Initiation of wire transfers.
3. Initiation of stop payment orders.
4. Positive pay actions including time requirements.
5. Initiation of ACH transactions; recurring/repetitive/future ACH debit (collection) or credit (direct deposit) transactions.
6. Maintenance of wire transfer templates.
7. Stale-dating of checks.
8. Other services such as EDI, remote collection, controlled disbursement.
9. Confirmations availability and format.

Internal Controls:

1. Online cleared check information/images
2. Multi-level security administration requirements (self-administration preferred).

3. Positive pay reports (including imaging of exception items).
4. Training of government's system administrator for managing access.
5. Strong cybersecurity protocols.

Electronic Storage of Documents

The bank must possess the capability of archiving data and electronic record retention.

Payment Card Services

PBRPC uses third party vendors to provide credit/debit card services. The contracted bank will provide the ability to accept payment through the use of credit/debit cards. PBRPC will be accepting credit cards online and via ACH. The merchant credits should be posted to PBRPC's account daily. The ability to issue refunds is also required.

Purchasing Card Services

PBRPC utilizes procurement card services. PBRPC currently,

- Uses 8 purchasing cards,
- Annual total purchases for FY2024 (Oct - Sept) - \$107,897.

Overdraft Processing

PBRPC requires overdraft protection in cases of the occasional situation where timing differences occur between incoming or outgoing wires or transfers.

Account Reconciliation Services

PBRPC currently issues on average 145 payments monthly and around 50 payroll electronic payments monthly. PBRPC also uses full account reconciliation with positive pay services for its disbursement accounts.

Positive Pay or "Payee" Services

PBRPC uses positive pay to help prevent check fraud. Therefore, checking account services should include the Positive Pay feature with exception reporting/return of unknown items.

Stop Payment Services

PBRPC occasionally uses stop payment services for lost or stolen checks.

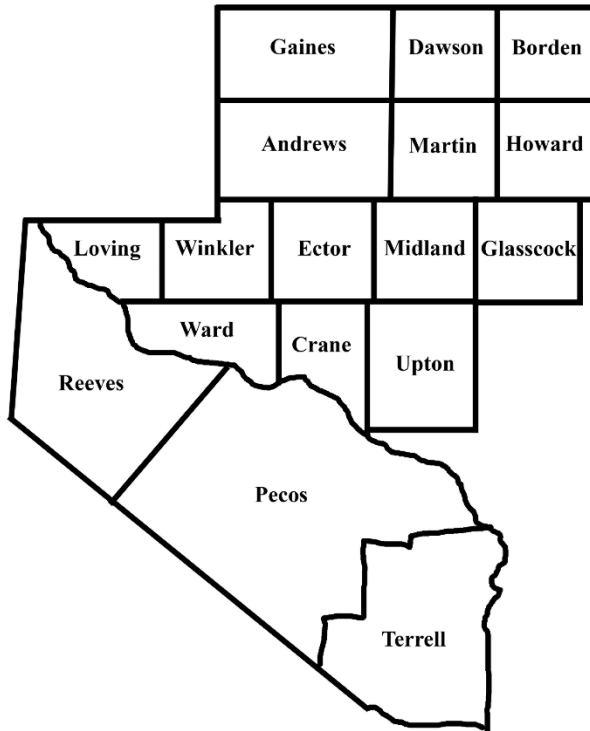
Interest bearing on Excess Operating Balances

PBRPC would like to earn interest on excess balances while earning an earnings credit rate (ECR).

3. Service Region

3.1. [Map](#)

PBRPC serves the below 17 county region.



4. Additional Resources/Website Links

4.1. Reference Websites

- PBRPC Website: www.PBRPC.org
- PBRPC Finances: www.pbrpc.org/about/transparency
- Government Finance Officers Association: <https://www.gfoa.org/>

5. Budget/Funding/Contract Term/Usage

5.1. Contract Term

The anticipated start date of the contract will be First Quarter 2025 with an initial term of one (1) year. PBRPC may, at its option, extend the contract for up to four (4) additional one-year terms. PBRPC reserves the right to extend and/or expand the scope of this contract, subject to PBRPC Board of Directors approval and/or additional funding availability.

5.2. No Guarantee of Usage

PBRPC makes no guarantee of volume or usage under any contract resulting from this Solicitation. Services will be requested and contracted on an as needed basis and the type and value of each assignment will vary.

6. Submission Details/Uploads/Required Documents

Electronic submissions must be in PDF format ONLY. Three (3) complete printed copies should be mailed or delivered to one of the addresses (depending on shipment company) on the front page.

Submission Section

Please complete each section listed below and upload/respond to the questions or provide the information as directed. Attachment documents can be found at pbrpc.org/procurement-and-bid-opportunities. Please ensure these are completed and submitted with your response.

6.1.1. *Executive Summary Response**

Provide a summary of key aspects of the contractor's qualifications and indicate the Respondent's commitment to provide the services proposed and certify that all statements and information prepared and submitted in the response to this Solicitation are current, complete, and accurate; and that the proposed solution for the project meets all the requirements of this Solicitation.

Maximum response length: 3000 characters

*Response required

6.1.2. *Experience/Qualifications**

Submit detail outlining the account manager and key staff members and a clear indication as to their involvement. Substitutions for essential personnel involved will not be allowed without PBRPC's prior approval. PBRPC retains the right to request the removal of any personnel found, in PBRPC's opinion, to be unqualified to perform the work. Submit additional information Respondent deems pertinent to demonstrating qualifications and/or experience to perform the services being requested such as memberships in any professional associations, documents, examples, and others.

*Response required

6.1.3. *Resumes**

Please upload brief resumes of account manager and key staff members.

*Response required

6.1.4. *Services Offered**

Please address the following:

Wire Transfer Services

- Please describe your wire transfer services, including details on,
 - A. Available technology and tools for the appropriate management of wire transfers.
 - B. Cut-off time for wire transfer submittals (*Central Standard Time*).
 - C. Security measures for wire initiation and approval.

Automated Clearing House (ACH)

- Please describe the bank's direct deposit services, including the software requirements and transmission options available.
- Please discuss screening measures that the bank uses to minimize errors on files sent to it. If there are errors, what steps does the bank take to fix them?
- Same day sweeping service, and/or when does the bank have to receive the file for it to post?
- Describe the bank's ACH fraud protection services (ex. Blocks and filters).
- Capability of one-day settlements.
- Ability to process ACH debits.

Availability of Funds

- Specify deposit requirements and provide a funds availability schedule.
- Describe one-day, two-day availability, and wire requirements.

Monthly Statements and Account Analysis

- Please describe how the bank proposes to provide on-line monthly account reconciliation reports, bank statements, account analysis statements, "prior day statement" and other report related features normally associated with government accounts.
- Please describe the bank's ability to customize reports to accommodate PBRPC's preferences.
- Please provide the following sample reports or nearest equivalent:
 - A. Prior day statement report,
 - B. Monthly checking account statement,
 - C. Account analysis statement,
 - D. Account reconciliation report,
 - E. Downloadable transaction data, and
 - F. Any other reports or online services that the bank recommends for supporting PBRPC's ability to manage cash.

Collection and Deposit Services

- Please describe how the bank proposes to provide these services.
- Please identify bank branch locations, if any, within Midland or Odessa city limits near PBRPC's office.
- What are the cut-off times for deposits at branch locations to ensure same-day credit?

- What is your policy on receiving same day credit for deposits?

Remote Deposit Services including Check Truncation and Check Conversion

- Please state capabilities and costs.

Collateralization of Deposits

- Is the bank able to confirm agreement with Texas Government Code chapter 2257 conditions?
- What types of securities are used as collateral?
- What is the name of the custodian being used for collateral management?
- What is the bank's current level of public fund deposits, and related collateral in Texas?
- Please include a sample "Contract for Deposit of Moneys."
- Please provide information on any pooled services being utilized.

Bank Liability

- Please discuss the degree to which the bank will assume liability when extraordinary events might occur.

Disaster Recovery

- Please describe the bank's disaster recovery plans, emergency communication protocols, and back-up systems. Explain how disaster recovery plans would enable PBRPC to continue operations and delivery of community services in the event of systems breakdowns or other emergencies.

Online Banking Services

- Describe the bank's online services, expressly detailing,
 - A. Reporting
 - B. Execution of Transactions
 - C. Internal Controls

Electronic Storage of Documents

- Please describe the bank's proposed method of archiving data and electronic record retention.

Purchasing Card Services

- Please include details of the bank's program and electronic processing solution.
- Please describe the bank's service including,
 - A. Online card management processes: new card issuance, deletion, replacing, modifying, etc.

- B. Settlement terms/billing cycle options.
- C. Payment options.
- D. Card control and usage restriction options.
- E. Information reporting capabilities – paper vs. electronic.
- F. Technical capabilities – Internet.
- G. Security features – including account number encryption policy.
- H. System requirements.
- I. References.
- J. Interference options with internal financial systems, specify interface requirements Fraud policy.
- K. Rebates for purchases.
- L. Virtual card options, including one-time-use card payments.

Overdraft Processing

- Please describe any issues, concerns, and charges associated with the use of overdraft protection.
- Will the bank guarantee payment of all items even if it results in the account being temporarily overdrawn for the day?
- Are accounts aggregated for calculation/fee purposes?
- What is the rate basis for overdrafts?

Account Reconciliation Services

- Does the bank offer full account reconciliation services with positive pay? If so, please describe the service, including accepted methods for receiving the positive pay data, and the format specifications for that data.
- How are exception items under positive pay reported to PBRPC? What is the procedure and timeline for paying or returning exception items?
- Can the bank's positive pay system detect irregularities with respect to check date, amount, and payee?
- How are manual checks issued by PBRPC sent to the bank for inclusion in Positive Pay?
- Does the bank provide online check imaging for exception items?
- Please describe the bank's online stop payment service and features. When, and for how long is a stop payment effective?

- Does the bank offer a “stale date” feature for monitoring outstanding checks?
- Does the bank offer remote deposit services? What device(s) or scanners are available?

Positive Pay or “Payee” Services

- Please provide a sample report from the bank.
- Describe the bank’s service, including,
 - A. Positive pay services and verification items.
 - B. Teller data update schedules.
 - C. Data transmission methods and time windows.
 - D. Control options – notification default.
 - E. Internet/online access (including technical capabilities and system requirements).

Stop Payment Services

- Please describe your stop payment services, fees, and how technology supports these services.

Interest bearing on Excess Operating Balances

- Describe the bank's policy on earning interest on excess balances.

*Response required

6.1.5. Pricing*

Submit a detailed breakdown of pricing for all services, proposed fees, and reimbursable expenses and/or rates.

Any travel associated expenses that may be incurred for additional offered services must be priced separately and cannot exceed current U.S. General Services Administration established rates. For more information please visit: <https://www.gsa.gov/travel-resources>

*Response required

6.1.6. Past Performance and References*

Please download the attachment document, complete, and submit.

*Response required

6.2. Required Documents/Certifications/Confirmations Section

The documents/certifications/confirmations below are required for every Solicitation. Attachment documents can be found at pbrpc.org/procurement-and-bid-opportunities. Please ensure these are completed and submitted with your response. Please print this section and submit responses with your other documents.

6.2.1. Complete Signature Page*

Please download the attachment document, complete, and submit. **This form must be returned signed**

with the response or the submission will be deemed non-responsive and will be rejected.

*Response required

6.2.2. *Contact by Respondent**

To ensure a fair and competitive environment, direct communication between PBRPC employees other than the Solicitation Contact or any party able to create an unfair advantage to Respondent or disadvantage to other Respondents with respect to the Solicitation process, or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the Solicitation and for Respondent(s) not selected for award ends with the conclusion of the protest period identified in the Solicitation document and for Respondents(s) selected for award ends with the Contract execution. This restriction does not apply to communications to other PBRPC employees during a Pre-Proposal/Bid or Response conference or other situations where the Solicitation Contact has expressly authorized direct communications with other staff. A Respondent who intentionally violates this requirement of the Solicitation process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Submission rejected in accordance with PBRPC Procurement Policy. Respondent(s) will not offer any gratuities, favors, or anything of monetary value to any official or employee of PBRPC (including any and all members of the evaluation committee) for the purposes of influencing consideration of any Submission.

Respondent agrees and understands the above requirement.

Please confirm

*Response required

6.2.3. *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts **

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide 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 1966 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. Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Respondent shall immediately provide the written notice to PBRPC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. PBRPC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the PBRPC knows the certification is erroneous.

Please download the attachment document, complete, and submit.

*Response required

6.2.4. Certification Regarding Lobbying/Byrd Anti-Lobbying Amendment*

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 any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. 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.

Please confirm

*Response required

6.2.5. Certification Regarding Drug-Free Workplace Requirements*

Respondent represents and warrants that it shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment. PBRPC may request a copy of this policy upon contract award.

The grantee certifies that it will provide a drug-free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing a drug-free awareness program to inform employees about— (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation and employee assistance programs, and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace. (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will— (1) Abide by the terms of the statement; and (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction; (e) Notifying the agency within ten days after receiving notice under subparagraph

(d)(2) from an employee or otherwise receiving actual notice of such conviction; (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted— (1) Taking appropriate personnel action against such an employee, up to and including termination; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Please confirm

*Response required

6.2.6. Covid-19 Vaccine Passport Prohibition*

Under Section 161.0085 of the Texas Health and Safety Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract. A business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. A business that fails to comply with this subsection is not eligible to receive a grant or enter into a contract payable with state funds.

Please confirm

*Response required

6.2.7. Conflict of Interest Questionnaire*

Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with PBRPC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an PBRPC officer or an officer's close family member. PBRPC officers include its Board of Directors and Executive Director, who are listed on the PBRPC website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with PBRPC officer or an officer's close family member as defined in the law exists. The required questionnaire and instructions are located on the Conflict of Interest page on the Texas Ethics Commission website. <https://www.ethics.state.tx.us/forms/conflict/>

Please download the attachment document, complete, and submit.

Please confirm

*Response required

6.2.8. False Statement Certification*

Respondent represents and warrants that all statements and information prepared and submitted in this response are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

Please confirm

*Response required

6.2.9. Financial Participation Prohibited Certification*

Pursuant to Section 2155.004(a) of the Texas Government Code, Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from PBRPC to participate in the preparation of the specifications or solicitation on which this Response or contract is based. Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

Please confirm

*Response required

6.2.10. Anti-Competitive Behavior/Anti-Trust Affirmation*

Respondent will not collude, in any manner, or engage in any practice, with any other Respondent(s) which may restrict or eliminate competition or otherwise restrain trade. Respondent also represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Respondent.

Please confirm

*Response required

6.2.11. Certification of Compliance with Child Support and Medical Support Enforcement *

Texas Family Code, Subtitle D (Administrative Services), Chapter 231, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts, which requires the following certification: the provider certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Please confirm

*Response required

6.2.12. Terms and Conditions Confirmation*

Respondent agrees that it has read, understands, and fully intends to comply with the solicitation terms and conditions, and any additional terms and conditions (as applicable and included as additional sections, attachments or additional documents) of this solicitation as applicable to any subsequent contract or funding agency requirements or agreements. Exceptions to these Terms and Conditions are not permitted and will not be reviewed..

Please confirm

*Response required

6.2.13. Company W9*

Please upload a current company W9.

*Response required

7. Evaluation Criteria

Submission must be responsive to all material requirements that will enable the evaluation committee to evaluate submissions in accordance with the evaluation criteria to make a recommendation to PBRPC officials. This includes a signed signature page by a person authorized to bind the company to any contract/purchase order that may result from this Solicitation.

7.1. Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Experience/Qualifications Demonstrated experience and effectiveness in providing like services for organizations. Demonstrated capability to provide the services outlined in the Solicitation; relative licenses or registrations are provided, if applicable. Demonstrated qualified account manager. Demonstrated effective organizational structure. Key personnel assigned to the project possess necessary qualifications.	0-5 Points	35 <i>(35% of Total)</i>
2.	Services Offered The submission demonstrates a clear understanding of the tasks to be undertaken and addresses all required services.	0-5 Points	35 <i>(35% of Total)</i>
3.	Pricing Demonstrated ability to deliver services at a reasonable price and all elements of pricing detail are provided.	0-5 Points	20 <i>(20% of Total)</i>
4.	Past Performance and References Form is complete and contractor demonstrates track record of timely performance, quality and integrity as evidenced by a list of client references for similar, relevant work performed.	0-5 Points	10 <i>(10% of Total)</i>

7.2. Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Interview PBRPC will require that each short-listed Respondent make representative(s) of the Prime firm available for a formal oral interview at a scheduled date and time. Interviews may include questions pertaining to the work described in the submission and concerning gaps in the submission content. The questions will be assigned points and will be scored. If necessary, Respondent(s) may be required to make more than one interview. Interviews will be scored at a total of 75 points based upon the responses provided during the interview. For the entire interview, the Respondent must have present, the proposed Project Manager or designee, and other pertinent personnel, as required, with the maximum number in total not to exceed four (4). The evaluation committee will document all decisions in writing. Written decisions and supplemental documents will become part of the Solicitation file. The interview will be scheduled for a total of forty-five (45) minutes.	0-5 Points	75 <i>(100% of Total)</i>
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8. Evaluation/Selection/Final Approval and Award

A recommendation will be presented to the PBRPC Board of Directors for approval to negotiate, and execute, a contract with the ranked Contractors in descending order. PBRPC reserves the right to award based on the best interests of PBRPC, whether that be single or multiple awards. However, the final approval and selection of award lies with the Board of Directors. PBRPC reserves the right to delay that date as needed and to reject any and all submissions as deemed in its interest.

PBRPC reserves the right to require the awarded Contractor attend a post award meeting with PBRPC staff and/or other designated persons at PBRPC offices in Midland, Texas within thirty (30) calendar days after the award. The purpose of the meeting will be to discuss the terms and conditions and to provide additional information regarding the work tasks and requirements. Awarded Contractor and PBRPC will identify specific goals, strategies and activities planned for meeting program objectives.

An evaluation committee may consist of representatives from PBRPC and other stakeholders. The committee members will individually evaluate and numerically score each submission in accordance with the evaluation criteria section of this Solicitation.

The evaluation will be conducted in a two-step process. The first step involves scoring of the written submission to the Solicitation. The second step involves interviews with the short-listed Respondents.

Step 1: Written Proposal Evaluation (maximum score – 100 points)

The evaluation committee will individually evaluate the written proposals and numerically score each proposal in accordance with the evaluation criteria listed in this solicitation. Each criterion is scored on a scale of 0-5 and weighted to a total of 100 points.

Based on the Written Proposal Scores, the evaluation committee will develop a short list consisting, at minimum, of the top two (2) scoring Contractors. The short-listed Contractors will be scheduled for a structured interview.

Step 2: Interview Evaluation (maximum score – 75 points)

Each interview question will be scored on a scale of 0-5 and weighted to total of 75 points.

At the end of the interview, the evaluation of the short-listed Respondent(s) will be completed, and the evaluation committee will rank each submission on the total combined score of the written and oral interview. PBRPC intends to select the submission that best meets the needs of PBRPC, and other stakeholders to be determined.

9. Presentation/Demo/Interview and Best and Final

Presentation/Demonstration/Interview: The evaluation committee reserves the right to request and require that each Respondent provide a final presentation/demonstration/interview regarding submission at a scheduled date and time. No Respondent is entitled to this opportunity, and no Respondent will be entitled to attend the presentation/demonstration/interview of any other Respondent. The purpose of the presentation/demonstration/interview is to inform the work of the evaluation committee. If necessary, Respondents may be required to make more than one presentation/demonstration/interview. Interviews can incorporate clarifying questions of the evaluation committee and PBRPC reserves the right to utilize the information to complete final scoring of proposals after the presentation/demonstration/interview. During this process, the proposer cannot incorporate, or present new information not contained in the original submitted proposal.

Best and Final Offer (BAFO): PBRPC reserves the right to request a Best and Final Offer from finalist Respondent(s), if it deems such an approach necessary. In general, BAFO would consist of updated costs and answers to specific questions that were identified during the evaluation. If PBRPC chooses to invoke this option, Submissions would be re-evaluated by incorporating the information requested in the BAFO document, including costs, and answers to specific questions presented in the document. The specific format for the BAFO would be determined during evaluation discussions. Turnaround time for responding to a BAFO is usually brief (i.e., five (5) business days).

10. Debrief/Protest

Requesting a Debrief: Requests for a debriefing must be made in writing to chenderson@pbrpc.org within five (5) working days after notification of non-selection. PBRPC reserves the right to not conduct debriefings if requests are made after that time. This procedure is NOT available to Respondents who did not participate in the selected Solicitation, to non-responsive or non-timely Respondents, or when all submissions are rejected.

Resolution of Protested Solicitations: Any Respondent who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement, and up to five (5) days after the PBRPC Board of Directors public agenda is posted for action regarding the questioned item. Grievances filed more than five (5) working days after action by the PBRPC Board of Directors will not be deemed timely and will not be considered. In order for a Respondent to enter the grievance process, a written complaint must be sent to the Executive Assistant & HR Manager of PBRPC by certified mail and sent to PO Box 60660 Midland, TX 79711, which includes the following:

- A. Name, mailing address and business phone number of the complainant.
- B. Appropriate identification of the procurement being questioned.
- C. A precise statement of the reasons for the protest.
- D. Supporting exhibits, evidence, or documents to substantiate any claims.

The grievance must be based on an alleged violation of PBRPC's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which PBRPC is a party. Failure to receive a procurement award from PBRPC in and of itself does not constitute a valid grievance. Upon receipt of grievance, the Executive Director will initiate the informal resolution process.

The Procurement Department will contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Executive Director of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Department is not successful in resolving the allegations, the complaint, along with the comments, will be forwarded to the Executive Assistant & HR Manager immediately. The Executive Assistant & HR Manager will review all documentation. All interested parties will be given written notice of the date, time, and place of hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

The complainant may appeal the Executive Assistant & HR Manager's decision by submitting a written appeal, within five (5) working days, to the Executive Director of PBRPC. The Executive Director, upon receipt of a written notice of appeal, will contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of PBRPC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer will conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee will be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The Respondent may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction.

11. Additional Solicitation Terms and Conditions

By submitting a response, Respondent agrees that it has read, understands and fully intends to comply with the Additional Solicitation Terms and Conditions contained in this section. Exceptions to these terms are not authorized.

11.1. [No Liability Provisions](#)

PBRPC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract. PBRPC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than PBRPC, at any time during the evaluation process.

11.2. [Notice of Public Information](#)

All materials submitted to PBRPC, including any attachments, appendices, or other information submitted as a part of a submission, are considered public information, unless otherwise noted in the response itself as a trade secret or proprietary information, and become the property of PBRPC upon submission and may be reprinted, published, or distributed in any manner by PBRPC according to open records laws, requirements of the US Department of Labor and the State of Texas, and PBRPC policies and procedures. PBRPC is not responsible for the return of creative examples of work submitted.

11.3. [PBRPC Rights and Responsibilities](#)

PBRPC is responsible for project administration and final decisions on all contractual matters. PBRPC has sole discretion and reserves the right to cancel this Solicitation or to reject any or all submissions received prior to the contract award. PBRPC reserves the right to waive any formalities concerning this Solicitation, or to reject any or all submissions or any part thereof.

11.4. [Accommodation Compliance](#)

In compliance with Americans with Disabilities Act, PBRPC will provide for reasonable accommodations for persons attending PBRPC activities. Requests must be received by PBRPC twenty-four (24) hours prior to the activity.

11.5. [Tax Exempt Status](#)

PBRPC is considered a unit of government is exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

11.6. [Management Plans/Consortiums, etc.](#)

Consortiums, joint ventures, or teams submitting responses are considered non-responsive to this Solicitation unless they have demonstrated in a management plan that all contractual responsibility rests solely with one prime contractor or legal entity of the team. A duly authorized official of the prime respondent must sign the cover letter and other pertinent certifications.

11.7. Interpretation of Specifications

Any specifications and/or product references contained are intended to be descriptive rather than restrictive. PBRPC is soliciting responses to provide a complete service package which meets its overall requirements. Specific services and collection references may be included in this Solicitation for guidance, but they are not intended to preclude Respondents from recommending alternative solutions offering comparable or better performance or value. Results of informal meetings or discussions between a potential Respondent and PBRPC official or employee may not be used as a basis for deviations from the requirements contained in this Solicitation. The intent of the specifications is to provide Respondent with sufficient information concerning the Products/Services to be contracted so Respondent can prepare and submit an acceptable Response. The specifications may be detailed or general in nature. Details of construction, materials, or the way in which services will be provided, are left to the discretion of the Respondent, provided only that any offering must conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace. Requirements contained in the Solicitation are not considered to be biased toward any Respondent(s) competing under this Solicitation.

11.8. Brand Name or Equivalent

Wherever in the specifications any materials or processes are indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications will be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and must be deemed to be followed by the words, "or equivalent", if not stated in the specifications. The burden of proof will rest with the Respondent, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified. Determination as to whether the items(s) bid is/are equivalent to those specified will rest solely with PBRPC and the Customer. If a respondent is offering an "or equivalent" item, respondent must list the manufacturer's name and product number of the item offered. If this detail is not provided, it will be assumed respondent is offering the exact item specified. PBRPC's decision whether an item is an equivalent to the item specified is final.

11.9. Requirements Applicable to Physical Goods

In the case of physical goods (e.g., equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- A. Be new, unused, and not refurbished.
- B. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude Respondent from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- C. Include all accessories which may or may not be specifically mentioned in the Solicitation, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories must be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.

- D. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- E. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- F. Be available for inspection at any time prior to or after procurement.

11.10. Samples

Samples, when required, must be submitted at no expense to PBRPC. If not destroyed or consumed during testing, samples will be returned upon request at Offeror's expense. Samples will be used to determine if the proposed items meet the specifications stated in the Solicitation. If Respondent fails to provide samples within five (5) day period, as required, PBRPC may reject the Response and not consider it for further evaluation.

11.11. Measurements

Any measurements stated for items are approximates. PBRPC reserves the right to accept items that are similar in size, if in PBRPC's judgment, the item offered fulfills the intended purpose.

11.12. Variances

Any variance in the specifications or performance of Products offered pursuant to this Solicitation will be deemed acceptable to PBRPC only if the variance MEETS or EXCEEDS the specifications and requirements of this Solicitation.

11.13. Warranty and Copyright

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

11.14. Profit as a Separate Element of Price

Purchases using federal funds for more than the current Simplified Acquisition Threshold of \$250,000, may require negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Respondent agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Respondent also agrees that the total price, including profit, charged will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

11.15. Assurances

Respondent agrees and must submit signed compliance documents and statutory assurances, as applicable and included with the solicitation, which will govern program operations. In addition, respondents may be asked to submit additional information by PBRPC during the Solicitation process or at any time during the fiscal year.