REQUEST FOR QUALIFICATIONS

FOR

BLANKET CONTRACTS FOR STATEWIDE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES

PRE-SUBMITTAL CONFERENCE: A Pre-submittal Conference will be held at 2:00 PM on March 26, 2020 at the Ed Werland Training Room located at Airport Commerce Park, 1340 Airport Commerce Drive, Austin, TX. Although attendance at the Pre-submittal Conference is not mandatory, Respondents (including personnel responsible for preparing respondent’s response) are strongly encouraged to attend as important information regarding proposal qualifications, response requirements and details will be discussed.

RESPONSES DUE NO LATER THAN 2:00 P.M., APRIL 23, 2020

TPWD POC: Jennifer Feliciano, Contract Manager 512/389-4944

ISSUE DATE: March 12, 2020
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REQUEST FOR QUALIFICATIONS FOR STATEWIDE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

1.1 GENERAL INFORMATION: The Texas Parks & Wildlife Department ("TPWD") is soliciting Statements of Qualifications for selection of Professional Real Estate Appraisers to provide Uniform Standards of Professional Appraisal Practice (USPAP) for Federal Land Acquisitions (Yellow Book), and review appraisal services for TPWD land tracts throughout the State. TPWD shall request services on an as-needed basis. TPWD encourages local appraisers to respond to the solicitation; TPWD seeks to prequalify a geographically diverse pool of highly qualified providers to perform appraisal services statewide, including rural areas.

Selection of the most highly qualified professional services provider will be based upon demonstrated competence and detailed credentials. Any contract entered into shall be based on fair and reasonable pricing to perform the Services as required by Title 10, Texas Government Code, §2254, et. seq. and under authority of Texas Parks and Wildlife Code, Title 2, Chapter 11.

1.1.1 This Request for Qualifications (“RFQ”) will result in the selection of the most highly qualified respondents for further consideration based on the criteria herein listed. This RFQ provides the information necessary to prepare and submit detailed qualifications for evaluation and final ranking by the TPWD. Based on the final ranking and at TPWD’s sole discretion, TPWD may select up to ten (10) of the top-ranked respondents for further consideration.

1.1.2 Only the most highly ranked respondents will be requested to participate in an oral presentation (if deemed necessary by the TPWD) with the TPWD to further describe the qualifications submitted and answer additional predetermined questions. Oral presentation and reference results will be the final determining factor in the TPWD’s ranking of respondents in order to determine most qualified respondents. The responding firm’s Project Manager designated in their response as being the primary “Point of Contact” for the Program will facilitate and conduct the presentation made by the firm.

1.2 TYPE OF CONTRACT: TPWD intends to award one or more contract(s) for the services solicited herein. Blanket contracts awarded shall be effective as of contract execution and shall terminate on August 31, 2021. TPWD, at its sole discretion, may renew any contract awarded pursuant to this solicitation for up to two (2) - one (1) year terms. Any contract resulting from this solicitation will be in the form of the TPWD’s Professional Service Agreement, reference Exhibit 6.3. The initial agreement will have no monetary value and because of the undetermined nature of the need for services, there is no guarantee of project assignments to the firms selected. The agreement is contingent upon the continued availability of funding. If funds become unavailable due to lack of appropriations, legislative budget cuts, amendment of the Appropriations act, state agency considerations, or any other disruption of current appropriations, provisions of Article VI in the Professional Service Agreement shall apply.

1.3 CLARIFICATIONS AND INTERPRETATIONS: Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be posted as an addendum by TPWD on the TPWD web site and Electronic State Business Daily (ESBD). It is the responsibility of all Respondents to check these websites for updates to the procurement and addenda prior to submitting a Response. All addenda issued by TPWD before the Qualifications are due, are
considered part of the RFQ, and Respondents shall, in its Execution of Response, acknowledge receipt of and incorporate each addendum in its response. RESPONDENT’S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN REJECTION OF RESPONSE.

1.3.1 Addendum may be issued by the Point-Of-Contact for this RFQ, or via the TPWD Website at: http://www.tpwd.state.tx.us/business/bidops/current_bid_opportunities/construction/ or via the Electronic State Business Daily (ESBD) web site of http://esbd.cpa.state.tx.us/.

1.3.2 Respondents shall consider only those clarifications and interpretations that TPWD issues by addendum. Interpretations or clarifications in any other form, including oral statements, will not be binding on the TPWD and should not be relied on in preparing responses to this RFQ.

1.3.3 All discrepancies, omissions or questions shall be communicated in writing. The TPWD requests that all questions be submitted by 5:00 P.M., April 2, 2020 to the attention of Jennifer Feliciano at the address stated below or via e-mail at jennifer.feliciano@tpwd.texas.gov.

1.4 SUBMISSION OF QUALIFICATIONS:

1.4.1 DEADLINE AND LOCATION: Solicitation Responses must be received NO LATER THAN, 2:00 P.M., April 23, 2020.

Responses and Envelopes shall be clearly labeled and shall reference the following:

REQUEST FOR QUALIFICATIONS
BLANKET CONTRACTS FOR STATEWIDE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES

Responses shall be addressed to: Jennifer Feliciano, Contract Manager Infrastructure Division Texas Parks and Wildlife Department 4200 Smith School Road Austin, Texas 78744

1.4.2 Respondents are advised that Texas Parks and Wildlife Department’s Headquarters Complex does not open until 8:00 A.M. Respondents should plan the delivery of their response accordingly. Responses shall be well organized to clearly demonstrate that they meet or exceed the minimum requirements contained in this RFQ and shall specifically address the evaluation criteria set forth herein. They shall be tabbed and ordered to address the matters set forth in the RFQ Response Requirements, Section 4, in the order appearing in that section.

1.4.3 Submit one (1) original and three (3) identical copies of Qualifications. An original signature is to be included on the cover letter submitted with each copy. Respondent must indicate which response is the Original. Submit one digital/electronic copy on a CD/DVD.

1.4.4 Responses received after the specified due date and time will be returned to the Respondent un-reviewed. Note to Respondent: It is the security policy of TPWD Central Mail Receiving to open all packages delivered to the Agency unless they are clearly marked as a response to this RFQ.

1.4.5 TPWD will not acknowledge or receive Responses that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
1.4.6  All responses shall become the property of the State of Texas after the deadline/opening date. Properly submitted Statements of Qualifications will not be returned to respondents.

1.4.7  Qualification materials must be enclosed in a sealed envelope (box or container) addressed to the Primary Point-of-Contact. The exterior of the package must clearly identify the response deadline, the name and return address of the Respondent, and be identified as a Response to the RFQ for Blanket Contracts for Statewide Professional Real Estate Appraisal Services.

1.5 SINGLE POINT-OF-CONTACT: The TPWD designates the following person as its representative and Single Point-of-Contact for this RFQ. Respondents shall restrict all contact with the TPWD and direct all questions regarding this RFQ, including questions regarding terms and conditions and technical specifications, to the Point-of-Contact.

Jennifer Feliciano, Contract Manager
Infrastructure Division, Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744
Phone: 512/389-4944
e-mail: jennifer.feliciano@tpwd.texas.gov

1.6 PROHIBITED COMMUNICATIONS: Upon issuance of this solicitation, TPWD, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representatives(s), except for the written inquiries described in Section 1.4.3. Attempts to ask questions by phone or in person will not be allowed or recognized as valid. Failure to observe this restriction may disqualify Respondent. Respondent shall rely only on written statements issued through or by TPWD’s contracting staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation.

1.7 EVALUATION OF QUALIFICATIONS: The evaluation of the Qualifications shall be based on the requirements described in this RFQ. Qualifications shall not include any information regarding Respondent’s fees, pricing, or other compensation. Such information shall be solicited from the Successful Respondent(s) during the negotiation phase. All properly submitted Qualifications will be reviewed, evaluated, scored, and ranked by the TPWD.

1.7.1 A Selection Committee chosen by TPWD will evaluate and score each response based on the following criteria and point values (Reference Section 3, Requirements for Qualifications):

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Associated Points Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Criteria 1: Statement of qualifications</td>
<td>40</td>
</tr>
<tr>
<td>Criteria 2: Performance on past projects and references</td>
<td>30</td>
</tr>
<tr>
<td>Criteria 3: Experience with the type of real estate involved</td>
<td>30</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td><strong>100</strong></td>
</tr>
<tr>
<td>Oral Presentation (if deemed necessary by the Owner)</td>
<td>25</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>125</strong></td>
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1.7.2 Up to ten (10) Respondents with the highest scores may be notified and scheduled to participate in an oral presentation (if deemed necessary by the TPWD) with the Selection Committee. Additional information required to be provided during the presentation will be evaluated as part of the listed criteria.
1.7.3 At minimum, we anticipate that the six (6) Respondents with the highest total score will be notified to submit their Fee Schedule. The TPWD and the Successful Respondents shall enter into a Professional Services Agreement, reference Exhibit 6.3.

1.7.4 In evaluating responses, TPWD may consider information related to past contract performance of a Respondent including, but not limited to, CPA’s Vendor Performance Tracking System (VPTS) available at http://www.txsmartbuy.com/vpts. Prior work performance with TPWD and other state agencies or governmental entities which are familiar with a Respondent’s performance, depending on problems encountered, may be grounds for disqualification. In addition, Respondents involved in litigation with TPWD or another state agency may be disqualified.

1.8 BEST VALUE AND AWARD PROCESS; TPWD will consider best value for the state as directed by Texas Government Code 2155.074 when awarding a Contract. Any award of a contract for appraisal services will be made to the Respondent who is best qualified, and their Response meets the requirements of TPWD.

1.8.1 TPWD will issue a notice of award and enter into a contract with the successful Professional(s) in response to this RFQ.

1.9 TPWD’S RESERVATION OF RIGHTS; The TPWD may evaluate the Qualifications based on the anticipated completion of all or any portion of a Project. The TPWD reserves the right to reject any and all Responses and re-solicit for new, or to reject any and all Responses and temporarily or permanently abandon the Program. TPWD makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

1.10 ACCEPTANCE OF EVALUATION METHODOLOGY; By submitting its Qualifications in response to this RFQ, Respondent accepts the evaluation process and acknowledges and accepts that determination of the “most qualified” firm(s) will require subjective judgments by the TPWD.

1.11 PRE-SUBMITTAL CONFERENCE; A Pre-submittal Conference will be held at 2:00 PM on March 26, 2020 at the Ed Werland Training Room located at Airport Commerce Park, 1340 Airport Commerce Drive, Austin, TX. Although attendance at the Pre-submittal Conference is not mandatory, Respondents (including personnel responsible for preparing respondent’s response) are strongly encouraged to attend as important information regarding proposal qualifications, response requirements and details of the Program will be discussed. For more information about the location, go to:

https://tpwd.texas.gov/publications/nonpwdpubs/media/Airport_Commerce_Park_Map_Directions.pdf

1.12 NO REIMBURSEMENT FOR COSTS; Respondent acknowledges and accepts that any costs incurred from the Respondent’s participation in this RFQ shall be the sole responsibility of the Respondent.

1.13 ELIGIBLE RESPONDENTS; Only individual firms or lawfully formed business organizations may submit responses to this RFQ. (This does not preclude a Respondent from using consultants.) The TPWD will contract only with the individual firm or formal organization that submitted the Statement of Qualifications.
1.14 HISTORICALLY UNDERUTILIZED BUSINESSES’ REQUIREMENTS: It is the policy of Texas Parks and Wildlife, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. In accordance with Chapter 2161 of the Texas Government Code and Title 34 of the Texas Administrative Code, state agencies must make good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for professional services. **TPWD has determined that subcontracting opportunities are NOT probable regarding this RFQ. Therefore, a HUB Subcontracting Plan (HSP) is NOT a required element of Qualifications.**

If it is anticipated that a single Task Order will exceed $100,000 and if TPWD determines that subcontracting opportunities are probable, then the Respondent shall be required to develop and submit a HUB Subcontracting Plan (HSP) with their fee proposal for that particular Task Order and to comply with the HSP after it is accepted by the TPWD and during the performance of the Task Order in accordance with TPWD policy.
SECTION 2 – EXECUTIVE SUMMARY

2.1 PROGRAM OVERVIEW: The Land Conservation Program (LCP) within the Infrastructure Division serves all of TPWD by providing land transaction and land conservation services, including land acquisition and disposition, leasing, negotiation of third-party surface uses, and real estate administration. LCP develops and maintains policies and procedures regarding all aspects of land conservation, from guidelines for conservation easements to resolution of boundary disputes, to establishment of standardized damage and easement fee schedules. Program functions include maintaining current and historic land records, tracking federal interests in TPWD lands, monitoring revenue generated by easements and surface use agreements, resolving boundary conflicts, and working with partners such as foundations and non-governmental organizations to achieve priority land conservation goals in Texas. Appraisals of fair market value are required for many grants and other sources of funding for land acquisition. The Executive Office, Commission, and in some cases Texas Parks and Wildlife Code require appraisal of properties proposed for acquisition, disposition, or exchange.

The number of Blanket contracts awarded remain solely in the TPWD’s discretion. Furthermore, TPWD reserves the right to issue Task Order(s) to the Professional it deems necessary.

Award of a Blanket Contract or subsequent Task Order under a Blanket Contract will not disqualify a firm from responding to any future TPWD projects for which a project-specific RFQ may be issued.

2.2 PROGRAM ASSUMPTIONS: All work will comply with all applicable Federal, State and Agency standards.

2.3 PROFESSIONAL SERVICES: The scope of services will vary from project to project. Upon identification of a need for services, TPWD will request a proposal and upon acceptance of proposal, TPWD will issue a Task Order. TPWD will issue Task Orders to firms identified as most qualified based on the firm’s respective area of expertise, experience and ability to support the project with proper staffing in the geographic area of the project. Each firm with a Blanket contract may have a different volume or number of Task Orders since need and available funding may vary. There is no guarantee of the volume of work that may be assigned throughout the duration of the contract. To be considered for a given project, Professional must respond to a proposal request within five (5) business days. Professional real estate appraisal services shall include all services and deliverables identified and as described in Exhibit 6. It is the responsibility of each Respondent to carefully review Exhibit 6.3. The Professional’s appraisal reviews must be in full compliance with the current edition of USPAP. If the quality of work performed by the Provider does not meet TPWD expectations and/or compliance, the appraisal review will be resubmitted and revised by the Professional at no additional cost to TPWD.

Per Texas Occupational Code 1103.460, information related to an experience audit is confidential. Professionals must refrain from disclosing information received or assignment results without approval.

Throughout the duration of the contract, Professionals may be requested to provide additional appraisal services as required on an as needed basis.

2.3.1 Scope of Services: The Respondent shall demonstrate the ability to perform the following services at TPWD’s direction including, but not limited to:
a. Provide professional real property appraisal services
b. Estimate of market value for land and improvements
c. Provide a certification of limiting conditions, if any
d. Provide an analysis or supporting information arriving at the value
e. Complete the appraisal on a standard land form(s) or the narrative equivalent
f. Submit a detailed written report which shall include but not be limited to factual information pertinent to property, dwellings, value and ownership
g. Additional supplemental requirements may be required based on specific conditions of the property
h. Appraisal must include a detailed highest and best use analysis (physically possible, legally permissible, financially feasible/maximally productive, and highest and best use conclusion)
i. Inspect subject property to sufficiently describe the condition, terrain, topography, vegetation, floodplain, utilities, any improvements, access and other pertinent information needed for the required site description
j. Appraisal must include photos of the subject property’s front, interior, and street scene. If there are any improvements or other physical elements on the tract (cars, boats, etc.), photos of these items are required, as well as photos of any detrimental items such as trash, tires or debris.
k. Appraisal must include an accurate map of the property based on survey, GPS readings, or other reliable map source.
l. Include detailed written directions to the subject property in the appraisal report. The directions must include the distance in miles from point to point and the distance to the subject property from the last point of reference.
m. Include a detailed sketch of the property showing fence lines, buildings, wells, septic, floodplain, etc.
n. Utilize a minimum of four comparable sales in the appraisal report. A detailed market analysis/explanation of adjustments is mandatory. All adjustments to the sales must be narratively explained and supported so a USPAP Standard 3 review can be completed (no rule of thumb adjustments). Industry standard and accepted appraisal methodology is also required, including the appropriateness and reasonableness of the analyses, opinions, adjustments and conclusions. A reconciliation of the final conclusion of value must be provided.
o. Include appropriate maps of comparable sales properties.

2.4 PROGRAM PLANNING SCHEDULE: Tentative Key Program planning schedule milestones are:

RFQ Issued: .................................................................................................................. March 11, 2020
Pre-submittal Conference.......................................................... 2:00 P.M., March 26, 2020
Deadline for Submission of Questions .................................. 5:00 P.M., April 2, 2020
Qualifications Due from Respondents: ................................. 2:00 P.M., April 23, 2020

Anticipated Contract Award ......................................................... May 26, 2020

Note to Respondent: The Proposed Program Planning Schedule is TPWD’s proposed schedule and is subject to change at TPWD’s sole discretion and without advance notice.
SECTION 3 – REQUIREMENTS FOR QUALIFICATIONS

3.1 RESPONDENT INFORMATION: Respondents must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this RFQ and to produce the specified products or services on time. In accordance with this requirement, Respondent shall provide the information requested from this Section. In addition to the information below, the Execution of Response shall be submitted with the Response. Incomplete Responses may be considered non-responsive and subject to rejection.

3.1.1 Company Narrative
Provide a detailed narrative explaining why Respondent is qualified to provide the services enumerated in Section 2, focusing on its company’s key strengths.

3.1.2 Company Profile
Provide a company profile to include:
   a. Legal name of the company as registered with the Texas Secretary of State
   b. The company ownership structure (e.g., corporation, partnership, LLC, sole proprietorship, etc.), including any wholly-owned subsidiaries, affiliated companies, or joint ventures. (Please provide this information in a narrative and as a graphical representation). If Respondent is an Affiliate of, or has a joint venture or strategic alliance with, another company, please identify the percentage of ownership and the percentage of the parent’s ownership. Finally, please provide your proposed operating structure for the services requested under this Solicitation and which entities (i.e. parent company, Affiliate, Joint Venture, subcontractor) will be performing them;
   c. The year the company was founded and/or legally organized. If organized as a business entity other than a sole proprietorship (e.g., corporation, LLC, LLP, etc.), please indicate the type of entity, the state under whose laws the company is organized and the date of organization;
   d. The location and mailing address of your company headquarters and any field office(s) that may provide services for any resulting contract under this Solicitation, including subcontractors;
   e. The number of employees in your company, both locally and nationally, and the location(s) from which employees may be assigned;
   f. The name, title, mailing address, e-mail address, and telephone number of Respondent’s point of contact for any resulting contract under this Solicitation; and
   g. Indicate whether your company has ever been engaged under a contract by any Texas state agency or any Federal agency. If “Yes,” specify when, for what duties, and for which agency.

NOTE: A Respondent that is not organized under the laws of the state of Texas must register with the Texas Secretary of State before it may transact business in Texas. Respondent must provide proof of registration before the TPWD may award a contract under this Solicitation.

3.1.3 Key Staffing Profile
Respondent must provide a key staffing profile and résumés indicating the experience, particular subject areas of expertise (e.g. condemnations, rights-of-way, conservation easements, undivided interests, review appraisals, etc.), relevant certifications and licenses for staff that will be responsible for the performance of the services requested under this Solicitation, including their experience with similar programs within the last five (5) years
and their number of years with the firm. The key staffing profile must include copies of the required TALCB Certified General Appraiser license(s).

3.2 STATEMENT OF QUALIFICATIONS (Forty (40) points): Respondents must meet the minimum qualifications listed below. Furthermore, responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected.

Respondent shall submit a summary that provides specific support for meeting the minimum qualifications outlined in this Section. This support can specifically state how the Respondent meets each minimum qualification or can direct the evaluators to the appropriate section of the response that provides support for the Respondent satisfying each minimum qualification.

3.2.1 Must be licensed by the Texas Appraiser Licensing and Certification Board (“TALCB”) as a Certified General Appraiser in Texas;
3.2.2 Must not have been subject to any agreed orders or disciplinary actions by the TALCB within the last five (5) years;
3.2.3 Must have demonstrated experience providing professional appraisal services;
3.2.4 Must have at least three (3) years of experience appraising rural properties;
3.2.5 Must have at least five (5) years’ experience as a Certified General Real Estate Appraiser;
3.2.6 Must have demonstrated compliance with USPAP Standards 3 and 4 and other applicable USPAP requirements in performance of work assignments;
3.2.7 Must have competency for market area at issue in work assignments; and
3.2.8 Must have access to recognized commercial market data sources necessary to produce credible assignment results.

3.3 PERFORMANCE ON PAST PROJECTS AND REFERENCES (Thirty (30) points):

3.3.1 Past Project Information
Provide a list of at least ten (10) projects executed within the last five (5) years, and include the following information:
   a. Project Name, Location, and Client
   b. Provide a statement outlining the appraisal services provided.
   c. Provide a sample of a recent work product involving a ranch or other large rural acreage.

3.3.2 References
Respondent shall provide a minimum of three (3) non-TPWD references for projects of similar type and size performed within the last five (5) years, preferably for state and/or local government entities. TPWD reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the proposal. Respondent must verify current contacts. Information provided shall include:
   a. Client name;
   b. Project description;
   c. Type of appraisal;
   d. Total dollar amount of project;
   e. Key staff assigned to the referenced project that will be designated for work under this Solicitation; and
   f. Client project manager name, telephone number, and e-mail address.

TPWD checks references by e-mail. Respondents who do not provide accurate email addresses waives the right to have those references considered in the evaluation of their
Solicitation Responses. TPWD reserves the right to contact any other references at any time during the RFQ process.

3.4 **RESPONDENT’S EXPERIENCE WITH THE TYPE OF REAL ESTATE INVOLVED (Thirty (30) points):** Respondent must include in its Solicitation Response a list of market areas of expertise and experience performing services with various types of real estate (e.g. large ranches, conservation properties, single-family residential properties, etc.).

3.5 **LITIGATION HISTORY:** Respondent must include in its Solicitation Response a complete disclosure of any actual or alleged breaches of contract it has engaged in. In addition, Respondent must disclose any civil or criminal litigation or investigation pending at any time during the last three years that involves Respondent or in which Respondent has been judged guilty or liable. For each instance of litigation or investigation, Respondent shall list: basic case information (e.g., cause number/case number, venue information, names of parties, name of investigating entity); a description of claims alleged by or against Respondent or its parent, subsidiary, or other affiliate; for each resolved case, a description of the disposition of Respondent’s involvement (e.g., settled, dismissed, judgment entered, etc.).

Failure to comply with the terms of this provision may disqualify any Respondent. Solicitation Responses may be rejected based upon Respondent’s prior history with the state of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

If Respondent has no litigation history, as described above, so indicate in the appropriate section of the Solicitation Response.

3.6 **CONFLICTS:** Respondent must disclose any potential conflict of interest it may have in providing the services described in this Solicitation, including all existing or prior arrangements. Please include any activities of affiliated or parent organizations and individuals who may be assigned to manage this account. If Respondent has no conflicts, as described above, so indicate in the appropriate section of the Solicitation Response.
SECTION 4 – FORMAT FOR RESPONSES

4.1 GENERAL INSTRUCTIONS:

4.1.1 Qualifications Statements shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of TPWD's needs.

4.1.2 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualification Statements may be considered non-responsive and subject to rejection.

4.1.3 Qualifications and any other information submitted by Respondents in response to this RFQ shall become the property of the TPWD.

4.1.4 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the TPWD, at its option.

4.1.5 The TPWD makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFQ. The TPWD reserves the right to accept or reject any or all Responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in TPWD's best interest.

4.1.6 Responses shall consist of answers to questions identified in Section 3 of the RFQ. It is not necessary to repeat the question in the RFQ; however, it is essential to reference the question number with the corresponding answer.

4.1.7 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

4.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS:

4.2.1 Responses shall be printed on letter-size (8-1/2” x 11”) paper and assembled in a simple, economical and environmentally friendly manner with no metal spiral bindings.

4.2.2 Additional attachments shall NOT be included with the Response. Only the responses provided by the Respondent to the questions identified in Section 3 of this RFQ will be used by the TPWD for evaluation.

4.2.3 Separate and identify each criteria response to Section 3 of this RFQ by use of a divider sheet with an integral tab for ready reference.

4.3 TABLE OF CONTENTS:

4.3.1 Responses shall include a “Table of Contents” and give page numbers for each part of the Response.

4.4 PAGINATION:

4.4.1 Number all pages of the response sequentially using Arabic numerals (1, 2, 3, etc.).
SECTION 5 – TERMS, CONDITIONS, AND EXCEPTIONS

5.1 GENERAL CONDITIONS:

5.1.1. Amendment
TPWD reserves the right to alter, amend, or modify any provision of this solicitation, or to withdraw this solicitation, at any time prior to the award, if it is in the best interest of TPWD.

5.1.2. Informalities
TPWD reserves the right to, in its sole discretion, waive informalities and irregularities in any solicitation response.

5.1.3. Rejection
TPWD reserves the right to reject any or all solicitation responses received prior to contract award.

5.1.4. Irregularities
Any irregularities or lack of clarity in this solicitation should be brought to the attention of the point-of-contact listing in Section 1.6 as soon as possible so that corrective addenda may be furnished to prospective Respondents.

5.1.5. Public Information Act
Information the Respondent provides to TPWD in response to this solicitation will be considered public and subject to disclosure under the Texas Public Information Act. However, certain information may be confidential and fall under an exception to disclosure under the Public Information Act such as proprietary information, trade secrets, and certain commercial and financial information where disclosure might cause "substantial competitive harm to your business". If the Respondent believes that his or her response to this solicitation contains confidential information in those categories, the Respondent must specifically document this at the top or bottom of each page that contains the information the Respondent considers confidential. The Respondent’s documentation must include a statement that confidential information is contained on that page, refer to its exact location on the page, and describe the specific nature of the exception to the Texas Public Information Act that the Respondent believes applies to this information, i.e. copyrighted, trade secret, proprietary, financial etc. A general disclaimer that the Respondent’s response contains confidential information will not be sufficient to meet this requirement. If such documentation is not provided, the Texas Parks and Wildlife Department will assume that all information provided in the response to this solicitation is releasable under the Act.

TPWD will submit a request for an opinion from the Office of the Attorney General prior to disclosing any document designated as “Confidential”. The Respondent shall then have the opportunity to assert its basis for non-disclosure to the Office of the Attorney General; however, it is the sole responsibility of the Respondent to monitor such proceedings and make timely filings. TPWD strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of proposal information. TPWD or its employees shall not in any way be liable or responsible for the disclosure of any such records, or any part thereof, if disclosure is required under the Public Information Act or otherwise by law.
5.1.6. **Contract Responsibility**
Respondent shall be solely responsible for the performance of all contractual obligations that may result from an award based on this solicitation. Respondent shall not be relieved of its obligations for any nonperformance by its subcontractors.

5.1.7. **Public Disclosure**
Respondent will not advertise that it is doing business with TPWD or use a contract resulting from this solicitation as a marketing or sales tool without the prior written consent of TPWD.

5.1.8. **Remedies**
All remedies available to TPWD for breach or anticipatory breach of any contract that results from this solicitation are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. TPWD may exercise any available or legal or equitable remedy.

5.1.9. **Debriefing Requests**
A written request for a debriefing shall be directed to TPWD’s “Single Point of Contact” identified in 1.6 of this RFQ; within thirty (30) calendar days following the date of award.

5.1.10. **Protest**
Any actual or prospective Respondent who is aggrieved in connection with this solicitation, evaluation, or award of any contract resulting from this solicitation may formally protest as provided in TPWD’s rules at TAC, Title 31, Part 2, Chapter 51, Subchapter L, Rule 51.350.

5.2 **INSURANCE**
Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount as required by Exhibit 6.2.

5.3 **CONTRACT TERMS AND SOLICITATION ACCEPTANCE**
Exhibit 6.3, Sample Contract, is the standard contract used by TPWD for appraisal services; please review the terms and conditions therein. TPWD reserves the right to negotiate final contract terms with any selected Respondent. The terms and conditions in Exhibit 6.3 are subject to change prior to the execution of any contract that may result from this solicitation.

Execution of Exhibit 6.1 of this solicitation, Execution of Response, shall constitute an agreement to all terms and conditions specified in this solicitation, including, but not limited to, Exhibit 6.3, Sample Contract, and all terms and conditions therein.

5.4 **VENDOR PERFORMANCE REPORTING**
TPWD is required by rule to report vendor performance through the Vendor Performance Tracking System. Additional information on this system can be found on the Texas Comptroller of Public Accounts website through this link: [https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/](https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/)

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SECTION 6 - EXHIBITS TO THE RFQ

6.1 Execution of Response
6.2 TPWD’s Insurance Requirements
6.3 Sample Contract – Professional Services Agreement for Appraisal Services

— END —
EXHIBIT 6.1

EXECUTION OF RESPONSE

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE SOLICITATION RESPONSE. RESPONSES THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE RESPONSE SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

By signature hereon, Respondent certifies that:

All statements and information prepared and submitted in the response to this RFQ are current, complete, and accurate.

Respondent has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

Respondent represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither the bidder, nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such 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 bid to any competitor or any other person engaged in the same line of business as the respondent.

When a Texas business address shown hereon that address is, in fact, the legal business address of Respondent and Respondent qualifies as a Texas Resident Respondent under Texas Administrative Code, Title 34, Part 1, Chapter 20.

Respondent shall defend, indemnify and hold harmless the State of Texas and the Texas Parks and Wildlife Department (TPWD), and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Respondent or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Respondent with the Office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Respondent may not agree to any settlement without first obtaining the concurrence from the Office of the Texas Attorney General. Respondent and TPWD agree to furnish timely written notice to each other of any such claim.

Pursuant to Texas Government Code, Title 10, Subchapter A, §2155.004(a), Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from TPWD to participate in the preparation of the specifications or solicitation on which this response or contract is based. Under §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.

Under Section 2155.0061 of the Texas Government Code, the 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 this contract may be terminated and payment withheld if this certification is inaccurate.

Under Section 231.006(d) of the Texas Family Code, regarding child support, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code, must include in the Response the names and social security numbers of each person with at least 25% ownership of the business entity submitting the Response.

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FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e) of the Texas Family Code.
Under Section 669.003 of the Texas Government Code, Bidder certifies that it does not employ, or has disclosed its employment of, any former executive head of the agency. Bidder must provide the following information in the bid.

Name of former Executive:  
Name of State Agency:  
Date of separation from State Agency:  
Date of employment with Respondent:  

Respondent agrees that any payments due under this 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.

Respondent certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity. Entities ineligible for federal procurement are listed at https://www.sam.gov/portal/public/SAM/.

Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,” published by the United States Department of the Treasury, Office of Foreign Assets Control.

Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a Response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 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 this contract may be terminated and payment withheld if this certification is inaccurate.

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Respondent or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

Check below to claim a preference under 34 TAC Rule 20.38
( ) Supplies, materials or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran
( ) Agricultural products produced or grown in TX
( ) Agricultural products and services offered by TX bidders
( ) USA produced supplies, materials or equipment
( ) Products of persons with mental or physical disabilities
( ) Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
( ) Energy Efficient Products
( ) Rubberized asphalt paving material
( ) Recycled motor oil and lubricants
( ) Products produced at facilities located on formerly contaminated property
( ) Products and services from economically depressed or blighted areas
( ) Vendors that meet or exceed air quality standards
( ) Recycled or Reused Computer Equipment of Other Manufacturers
( ) Foods of Higher Nutritional Value

Failure to sign the Execution of Response or signing it with a false statement shall void the submitted offer or any resulting contracts.

By submitting the Response, Respondent represents and warrants that the individual submitting this Execution of Response and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.
EXHIBIT 6.2

TPWD’s Insurance Requirements

DEFINITIONS. For purposes of this Contract:

1.1 Owner Parties. "Owner Parties" means the State of Texas and any Agency of the State of Texas, acting through the responsible entity of the State of Texas identified in the Contract as the Owner. Owner herein shall mean the Texas Parks and Wildlife Department.

1.2 Provider. "Provider" shall mean the Appraiser providing the service or work to be performed under this Contract.

1.3 Consultant. "Consultant" shall include consultants of any tier.

PROVIDER INSURANCE REPRESENTATIONS TO OWNER PARTIES.

2.1 It is expressly understood and agreed that the insurance coverages required herein:

2.1.1. Represent Owner Parties’ minimum requirements and are not to be construed to void or limit the Provider’s indemnity obligations as contained in this Contract nor represent in any manner a determination of the insurance coverages the Provider should or should not maintain for its own protection; and

2.1.2. are being, or have been, obtained by the Provider in support of the Provider's liability and indemnity obligations under this Contract. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Provider, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Contract.

2.2 Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Contract. Furthermore, unless specified or otherwise agreed to by the TPWD, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the TPWD notifies Provider that such insurance is no longer required. If the Provider shall fail to remedy such breach within five (5) business days after notice by the Owner, the Provider will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Provider by the Owner. In the event of any failure by the Provider to comply with the provisions of this Contract, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Provider, purchase such insurance, at the Provider’s expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Provider shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

2.3 This Exhibit is an independent contract provision and shall survive the termination or expiration of the Task Order.

CONDITIONS AFFECTING ALL INSURANCE REQUIRED HEREIN
3.1 **Cost of Insurance.** Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein.

3.2 **Status and Rating of Insurance Company.** All insurance coverage shall be written through insurance companies authorized to do business in the state in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide.

3.3 **Restrictive, Limiting, or Exclusionary Endorsements.** All insurance coverage shall be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.

3.4 **Limits of Liability.** The limits of liability may be provided by a single policy of insurance but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.

3.5 **Notice of Cancellation or Material Reduction in Coverage.** All insurance coverage shall contain the following express provision: In the event of cancellation, material change in coverage, or a nonrenewal affecting the Owner as certificate holder, thirty (30) days prior written notice shall be given to the certificate holder.

3.6 **Waiver of Subrogation.** The Provider hereby agrees to waive its rights of recovery from the Owner Parties with regard to all causes of property and/or liability loss and shall cause a waiver of subrogation endorsement to be provided in favor of the Owner Parties on all insurance coverage carried by the Provider, whether required herein or not (except Provider’s Professional Liability Insurance).

3.7 **Deductible/Retention.** Except as otherwise specified herein, no insurance required herein shall contain a deductible or self-insured retention in excess of $25,000 without prior written approval of the Owner. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Provider’s sole risk. The Provider shall not be reimbursed for same.

**MAINTENANCE OF INSURANCE.**

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Contract and thereafter as required:

4.1 **Commercial General Liability Insurance**

4.1.1. **Coverage.** Such insurance shall cover liability arising out of all locations and operations of the Design Professional, including but not limited to liability assumed under this contract (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.

4.1.2. **Amount of Insurance.** Coverage shall be provided with limits of not less than:

- Each Occurrence Limit: $1,000,000.00
- General Aggregate Limit: $2,000,000.00
- Personal and Advertising Liability: $1,000,000.00

4.1.3. **Required Endorsements.**
i. Additional Insured
ii. Notice of Cancellation or Material Reduction

**GENERALLY.** Any insurance or self-insurance available to the TPWD shall be in excess of, and non-contributing with, any insurance required from Provider. Provider’s insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the TPWD and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Provider’s Commercial General Liability policy shall apply per project. Provider’s auto insurance policy shall apply to “any auto.”

**APPROVAL.** Prior approval of the insurance policies by the TPWD shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the TPWD prior to the commencement of work. Any failure of the TPWD to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider’s full responsibility to provide the insurance required by this Contract.

**CONTINUING COVERAGE.** The TPWD’s approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

**RENEWAL.** Provider shall provide the TPWD with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

**ADDITIONAL INSURED ENDORSEMENT.** The TPWD, its officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers’ Compensation and Professional Liability policies. An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the TPWD to evidence the endorsement of the TPWD as an additional insured on all policies, and the certificate(s) must reference the related TPWD Contract Number.

**SUBROGATION.** Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the State of Texas, the TPWD, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as “A-” or better.

**POLICY CANCELLATION ENDORSEMENT.** Except for ten (10) days’ notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days’ prior written notice to the TPWD, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

**ALTERNATIVE INSURABILITY.** Notwithstanding the requirements of this Attachment, the TPWD reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Provider’s responsibility to recommend to the TPWD alternative methods of insuring the Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider’s inability to obtain insurance coverage as described in this Contract. The TPWD shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

**NOTE:** Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.
Insurance Certificates must:

(a) be submitted to:  
**Infrastructure Division**  
Texas Parks and Wildlife Department  
4200 Smith School Road  
Austin, Texas 78744

(b) prominently display the TPWD Contract Number, and
(c) Name the Texas Parks and Wildlife Department as an additional insured.

Failure to submit required insurance forms as instructed may significantly delay the start of work under the Contract.
EXHIBIT 6.3

SAMPLE CONTRACT – PROFESSIONAL SERVICES AGREEMENT FOR APPRAISAL SERVICES
EXHIBIT 6.3 - DRAFT PROFESSIONAL SERVICES AGREEMENT
TEXAS PARKS AND WILDLIFE DEPARTMENT
STATEWIDE BLANKET APPRAISAL AGREEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

THIS AGREEMENT, made this______ day of _________ 2020, by and between the TEXAS PARKS
AND WILDLIFE, 4200 Smith School Road, Austin, Texas 78744 hereinafter the “TPWD”, and
___________________________________________________ hereinafter called the "Provider" located at
___________________________________________________.

I. RECITALS

WHEREAS, Texas Government Code, Chapter 2254, Subchapter A, “Professional Services
Procurement Act,” provides for the procurement of Appraisal services and TPWD desires to obtain certain
professional appraisal services in connection with certain projects at various Texas Parks and Wildlife locations
throughout the State of Texas, as evidenced in writing by "Task Orders"; and

WHEREAS, it is mutually agreed that Provider shall provide professional appraisal services as herein
described for the Projects as required by each Task Order;

WHEREAS, all terms and conditions of the Request for Qualifications documents, including, but not
limited to insurance requirements and Scope of Work are hereby incorporated by reference into this Contract
Number __________. In the event that there is a conflict, this Contract and its attachments take priority over all
other documents. Following this Contract in order of priority is: Request for Qualifications and Contract
Documents, Task Orders; Task Order proposals, and Contractor’s qualification submittal;

NOW, THEREFORE, TPWD and Provider, for and in consideration of the mutual promises, obligations,
and benefits hereof, contract as follows:

II. SERVICES

All appraisal services shall be performed by a professional appraiser registered in the State of Texas.
TPWD and Provider agree Provider is an independent appraiser and not an agent of TPWD and Provider agrees to
perform professional appraisal services in connection with any Task Order as described below, and for having
rendered such services, TPWD agrees to pay to Provider compensation as stated herein, subject to the terms and
conditions hereof. Provider represents and warrants that it has and will maintain the qualifications, experience,
personnel, and other resources to perform in the manner required by this Agreement.

The scope of professional services of the Provider will include those services set forth in future individual
Task Orders, which will reference this Agreement for all purposes.

III. APPRAISAL ASSIGNMENTS

The specific scope of professional services for each project to be performed by the Provider shall be
determined in advance and in writing between TPWD and the Provider. These services shall be set forth in
individual Task Orders, which are to be attached and incorporated in this Agreement for all purposes.
EXHIBIT 6.3 - DRAFT PROFESSIONAL SERVICES AGREEMENT

TPWD shall prepare a Request for a Task Order Proposal (RTOP) identifying the project and describing, in general, the intended scope and character of the project, the preliminary cost estimate, and schedule for the project. It is the Provider’s responsibility to review and understand the requirements of the scope of work and to perform professional services to achieve those objectives.

In response to the RTOP, the Provider shall provide TPWD with a written proposal. The proposal shall include:

a. Narrative description of the Provider’s understanding of the scope of work
b. A list of tasks and deliverables to be completed by Provider
c. Fee Proposal detailing the total fee for providing the services expressed as a “not to exceed” amount
d. Period of performance to complete the specified scope of services including deliverable due date

TPWD shall review Provider’s Proposal and negotiate any changes, clarifications, or modifications thereto. The Provider shall submit a revised Proposal incorporating any changes, clarifications, or modifications made in the review process. TPWD may accept, reject, or seek modification of any Proposal. Upon approval of the Proposal by TPWD, TPWD shall issue an Authorization to Proceed. The Authorization to Proceed authorizes the Provider to begin the work identified in the Proposal and shall include a Purchase Order number for the Task Order specific to the project.

TPWD may issue multiple Task Orders during the term of this Agreement, all of which shall be in writing. Each Task Order shall list tasks and deliverables to be completed by Provider; deliverable due dates; Provider’s Fee; and any other information or special conditions necessary for completion of the Project.

Reporting Requirements

All appraisal reports must be in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), or Uniform Appraisal Standards for Federal Land Acquisitions (also known as Yellow Book), depending upon the project. USPAP appraisals must be conducted in accordance with Standard 1. The Appraisal Report format must be written in accordance with Standard 2 in conformance with USPAP. All appraisals will be reviewed for compliance with Standard 3 of USPAP and for reasonableness of value conclusion. Inquiries by TPWD must also be responded to within one (1) business day. Reconsideration of value requests must be responded to within three (3) business days.

TPWD shall designate a Project Manager for this Agreement. The Project Manager shall serve as the point of contact between TPWD and Provider. TPWD’s Project Manager shall supervise TPWD’s review of the Provider’s work, services, deliverables, schedules and similar matters. The Project Manager does not have any express or implied authority to vary the terms of the Agreement, amend the Agreement in any way or waive strict performance of the terms or conditions of the Agreement.

IV. COMPENSATION AND PAYMENT

Compensation shall be on a per deliverable of assignment services as stated in the Task Order. Payment shall be made upon completion of services and receipt of properly executed invoices from the Provider. Invoices shall identify all services as to type and quantity performed and shall specify Blanket Contract number billed and shall reference the Purchase Order number. Payment(s) will not be made until all work has been reviewed and accepted by TPWD. TPWD will make payments in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.
EXHIBIT 6.3 - DRAFT PROFESSIONAL SERVICES AGREEMENT

Rates for Task Orders

Prior to entering into any agreement between Provider and TPWD, and Provider and its consultants, Provider shall submit a full list of all personnel titles and the hourly billing rate for each.

The Provider shall be paid based on rates expended pursuant to this Agreement. Rates and fees are set forth in ATTACHMENT A – SCHEDULE OF APPLICABLE RATES and shall remain firm throughout the term of this Agreement. THE FOREGOING SCHEDULE OF FEES WILL BE USED TO ESTABLISH FIXED PRICES FOR SERVICES BY TASK ORDER.

Payments under this Agreement will not exceed amount specified in each individual Task Order. No one Task Order, nor the cumulative total of all Task Orders issued hereunder shall exceed the amount of $100,000.00 for the term of this Agreement. If additional funding becomes available, TPWD in its sole discretion may increase this funding limit by way of written Amendment hereto.

V. TRAVEL

Provider is responsible for any travel or per diem required to perform its obligations under the Agreement. All travel and per diem that TPWD requests in addition to what is required by the Agreement at Provider’s expense shall be paid in accordance with Texas Government Code, Chapter 660.

Reimbursement for travel expenses of any and all kind must be pre-approved by the TPWD in writing and will be included in the amount of any Task Order issued. Travel expenses included in the Task Order shall not exceed the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, TexTravel.

VI. TERM AND TERMINATION

The term of this Agreement shall begin on the date first written above and continue for a period of two (2) calendar years. This Agreement is subject to renewal at the option of the TPWD for one (1) additional two (2) year extension.

The term of each individual Task Order shall begin upon issuance of a Notice of Award/Authorization to Proceed and continue as stipulated in each individual Task Order. Provider shall complete appraisal services as set forth in individual Task Orders and shall prepare and submit to TPWD written recommendations and reports as set forth in such Task Orders.

Termination

This Agreement may be terminated by either party upon seven (7) days’ written notice should the other party fail to substantially perform in accordance with its terms through no fault of the party initiating the termination and such failure is not fully cured prior to the expiration of such seven-day period.

This agreement may be terminated at any time by TPWD for its convenience upon at least seven (7) days’ written notice to Provider. In the event of termination not the fault of Provider, Provider shall be compensated for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Provider shall have delivered to TPWD such statements, accounts, reports and other materials as required together with all reports, documents and other materials prepared by Provider prior to termination.

A termination under this Article shall not relieve Provider or any of its employees of liability for violations of this Agreement, or any willful, negligent, or accidental act or omission of Provider. The provisions of this Article hereof shall survive the termination of this Agreement. In the event of a termination under this
EXHIBIT 6.3 - DRAFT PROFESSIONAL SERVICES AGREEMENT

Article. Provider hereby consents to employment by TPWD of a substitute Provider to complete the services under this Agreement, with the substitute Provider having all rights and privileges of the original Provider of the Project.

As of the date of termination of this Agreement, Provider shall furnish to TPWD all documents, statements, accounts, reports and other materials as are required hereunder or as have been prepared by Provider in connection with Provider’s responsibilities hereunder. TPWD shall have the right to use the reports and recommendations therein contained for the completion of the services described by this Agreement, and for completion of the Project, or otherwise.

Upon receipt of termination notice, Provider shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to TPWD all data reports, and such other information and materials as may have been accumulated by Provider in performing this Agreement, whether completed or in progress. Upon such delivery to TPWD, Provider shall be paid for the value of services rendered by Provider if the same are accepted and approved by TPWD. All work produced shall be the sole property of TPWD.

If the termination is due to the failure of Provider to fulfill Agreement obligations, TPWD may take over the work and prosecute same to completion by Agreement or otherwise. In such case, Provider shall be liable to TPWD for any additional cost occasioned to TPWD thereby.

VII. OWNERSHIP AND USE OF DOCUMENTS

Reports and recommendations as instruments of service are and shall remain property of Provider whether the Project for which they are made is executed or not. TPWD shall be permitted to retain copies, including reproducible copies, of reports and recommendations for information and reference in connection with TPWD’s use and occupancy of the Project. TPWD shall have an irrevocable, paid-up, and perpetual non-exclusive license and right, which shall survive the termination of this agreement, to use the reports and recommendations, including the originals thereof, and the information contained therein, for any purpose, regardless of whether Provider’s Agreement has been terminated. Provider shall not be liable for any changes made by TPWD to the recommendations or for claims or actions arising from any such changes on projects in which Provider is not involved.

VIII. MISCELLANEOUS PROVISIONS

Assignment. Provider shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the Agency. Any attempted assignment in violation of this provision is void and without effect.

Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency.

Disaster Recovery Plan. Upon request of Owner, Design Professional shall provide copies of its most recent business continuity and disaster recovery plans.

Waivers. Nothing in this Agreement shall be construed as a waiver of the state’s sovereign immunity. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or
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immunities available to the State of Texas. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies or immunities available to the State of Texas, TPWD, or Provider under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. Neither TPWD nor Provider waives any privileges, rights, defenses or immunities available to the TPWD by entering into this Agreement or by its conduct prior to or subsequent to entering into this Agreement.

**Severability.** In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants and conditions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**Independent Contractor.** Provider acknowledges that it is engaged as an independent contractor and that TPWD has no responsibility to provide Provider or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Provider is not, and will not claim to be, an officer, partner, employee or agent of TPWD and shall not make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of TPWD, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Provider hereby agrees to make Provider’s own arrangements for any of such benefits as Provider may desire and agrees that Provider is responsible for all income taxes required by applicable law.

**Eligibility Certification.** Pursuant to Section 2155.004, *Texas Government Code*, Provider certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

**Franchise Tax Certification.** A corporate or limited liability company Provider certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable. Making a false statement as to corporate tax status is a material breach of Agreement.

**Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.093, *Texas Government Code*, Provider agrees that any payments due under the Agreement shall be applied towards any debt or delinquency that is owed to the State of Texas.

**Loss of Funding.** Performance by TPWD under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”) and/or allocation of funds by the Texas Parks and Wildlife Department (the “Department”). If the Legislature or Department fails to appropriate or allot the necessary funds, or fails to allocate the necessary funds, then TPWD shall issue written notice to Provider and TPWD may terminate this Agreement in accordance with Article 10. Provider acknowledges that appropriation, allotment, and allocation of funds are beyond the control of TPWD.

**Proprietary Interests.** All information owned, possessed or used by TPWD which is communicated to, learned, developed or otherwise acquired by Provider in the performance of services for TPWD, which is not generally known to the public, shall be confidential. Provider shall not, beginning on the date of first association or communication between TPWD and Provider and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Provider’s own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Provider shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Provider as an independent contractor of TPWD in connection with the Project or release any information relative to the Project for publications,
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advertisement or any other purpose without the prior written approval of TPWD. Provider shall obtain assurances similar to those contained in this Subparagraph from persons, vendors, and consultants retained by Provider. Provider acknowledges and agrees that a breach by Provider of the provisions hereof will cause TPWD irreparable injury and damage. Provider, therefore, expressly agrees that TPWD shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

Appointment. TPWD hereby expressly reserves the right from time to time to designate by notice to Provider, a representative to act partially or wholly for TPWD in connection with the performance of TPWD’s obligations hereunder. Provider shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.

Authority to Act. Provider warrants, represents, and agrees that (1) it is a duly organized and validly existing legal entity in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary approvals to execute and deliver this Agreement; and (4) the individual executing this Agreement on behalf of Provider has been duly authorized to act for and bind Provider.

Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed, construed, and considered to be an original, but all of which shall constitute one and the same instrument.

Noncollusion. The Providers warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or Provider any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the TPWD shall have the right to annul this agreement without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Gratuities. Texas Parks and Wildlife Department policy mandates that employees of TPWD shall not accept any benefit; gift or favor from any person doing business with or who reasonably speaking may do business with the State under this contract. The only exceptions allowed are items that have received the advance written approval of the Executive Director of Texas Parks and Wildlife Department. Any person doing business with or who reasonably speaking may do business with the State under this agreement may not make any offer of benefits, gifts or favors to department employees, except as mentioned above. Failure on the part of Provider to adhere to this policy may result in the termination of this agreement.

Patent Rights. The State of Texas shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Provider under this agreement.

Disaster Recovery Plan. Upon request of Agency, Respondent shall provide the descriptions of its business continuity and disaster recovery plans.

Deceptive Trade Practices; Unfair Business Practices. Provider represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com Code, Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit and that Provider has not been found to be liable for such practices in such proceedings. Provider certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.
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Dispute Resolution. Disputes arising under the contract shall be resolved in accordance with the dispute resolution process provided in Chapter 2260 of the Texas Government Code.

Federally Funded Projects. On Federally funded projects, the TPWD may waive, suspend or modify any Article in this Agreement which conflicts with any Federal statute, rule, regulation or procedure, where such waiver, suspension or modification is essential to receipt by the TPWD of such Federal funds for the project. In the case of any project wholly financed by Federal funds, any standards required by the enabling Federal statute, or any Federal rules, regulations or procedures adopted pursuant thereto, shall be controlling.

Federal, State and Local Requirements. Provider shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2’s to common law employees. Provider is responsible for both federal and State unemployment insurance coverage and standard Worker’s Compensation insurance coverage. Provider shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Provider or its employees for any Unemployment or Worker’s Compensation coverage or federal or State withholding requirements. Provider shall indemnify the State of Texas and shall pay all costs, penalties or losses resulting from Provider’s omission or breach of this Section.

Civil Rights. Provider shall comply with all federal, state and local laws, regulations, executive orders, ordinances and requirements and guidelines applicable to a Provider providing services to the State of Texas as these laws, regulations, executive orders, ordinances, and requirements and guidelines currently exist and as they are amended throughout the term of this Agreement. The TPWD reserves the right in its sole discretion to unilaterally amend this Agreement throughout its term to incorporate any modifications necessary for TPWD’s or Provider’s compliance with all applicable State and federal laws and regulations. Without limiting the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive order to the extent they are applicable to the Agreement: (i) Titles VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended; (vii) 40 TAC § 819.12 & Tex Labor Code Chapter 21 relating to Prohibitions relating to employment and discrimination; (viii) all regulations and administrative rules established pursuant to the foregoing laws; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all federal and state laws governing the handling, processing, packaging, storage, labeling and delivery of food products, if applicable. All laws, regulations and executive orders applicable to the Agreement are incorporated by reference where so required by law.

Equal Opportunity. Provider represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed religion, political belief, sex, sexual orientation, age and disability in the performance of this Agreement.

Felony Criminal Convictions. Provider represents and warrants that Provider has not and Provider’s employees have not been convicted of a felony criminal offense or that if such a conviction has occurred, Provider has fully advised the TPWD as to the facts and circumstances surrounding the conviction.

Availability of Funds. This Agreement is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available to the Texas Parks and Wildlife for the services specified in this Agreement.

Compliance. Provider shall comply with all Federal, State and local laws, ordinances, statutes, and regulations pertaining to services provided hereunder and shall obtain such permits, licenses, or other authorization as may be required for their portion of the work.
Indemnification of TPWD. Provider covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, TPWD and the elected officials, employees, officers, directors, volunteers and representatives of TPWD, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon TPWD directly or indirectly arising out of, resulting from or related to Provider’s activities under this Agreement, including any acts or omissions of Provider, any agent, officer, director, representative, employee, consultant or the Subcontractor of Provider, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph does not apply to any liability resulting from the negligence of TPWD, officers or employees, separate Contractors or assigned contractors, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT PROVIDER AND TPWD ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this Indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Provider shall promptly advise TPWD in writing of any claim or demand against TPWD, or Provider known to Provider related to or arising out of Provider’s activities under this Agreement.

Provider Agrees to comply with Federal laws or State Workman's Compensation laws which are applicable to the work required or performed under this contract and to pay or cause to be paid all compensation, medical or hospital bills which may become due or payable thereunder, and TO PROTECT AND INDEMNIFY TPWD FROM AND AGAINST ANY LIABILITY BY REASON OF INJURY TO EMPLOYEES OF PROVIDER OR SUBCONTRACTORS.

Force Majeure. Each party will be excused from performance hereunder for any period and to the extent that it is prevented from performing any obligation pursuant hereto, in whole or in part, as a result of delays caused by one or more of the other parties or by an act of God, war, civil disturbance, court order, third party nonperformance, or other cause beyond its reasonable control (including, legislation enacted by the Texas legislature or any rule or regulation which makes it improbable for the TPWD to perform its obligations hereunder), and such nonperformance will not constitute a default hereunder.

Statute of Limitations. Applicable statute(s) of limitation shall commence to run and any alleged cause of action shall accrue when the party commencing such cause of action knows or reasonably should have known of the existence or occurrence of the act(s) or failure(s) to act giving rise to the claim.

Extent of Agreement. This Agreement supersedes all prior agreements, written or oral, between Provider and TPWD and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TPWD and Provider.

Remedies. Neither TPWD’s review, approval or acceptance of, nor payment for any of the services ordered under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, nor shall the same shift responsibility for Provider’s work performed pursuant to this Agreement, and Provider shall be and remain liable to TPWD in accordance with applicable law, current as of the date of this Agreement, for all damages to TPWD caused by Provider’s failure to perform any of the terms of this Agreement. The rights and remedies of TPWD provided for under this Agreement are in addition to any other rights and remedies provided by law.
Right to Audit. The Provider shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Agreement funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. The Provider shall maintain all such documents and other records relating to this Agreement and the State’s property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. The Provider shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Project. The Provider and the Provider’s Consultants shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Provider must retain all work and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by TPWD and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor. The Provider shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State’s work as requested. The Provider’s failure to comply with this Section shall constitute a material breach of this Agreement and shall authorize the TPWD and the State of Texas to immediately assess appropriate damages for such failure. The acceptance of funds by the Provider or any other entity or person directly under this Agreement, or indirectly through a subcontract under this Agreement, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. The Provider acknowledges and understands that the acceptance of funds under this Agreement shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. The Provider shall ensure that this paragraph concerning the State’s authority to audit funds received indirectly by Consultants through the Provider and the requirement to cooperate is included in any subcontract it awards.

IX. NOTICES

All notices, demands and requests required in this Agreement (hereinafter referred to as “Notices”) must be in writing and shall be deemed to have been properly delivered and received (i) three (3) business days after deposit in a regularly maintained receptacle for the United States Postal Service, certified mail, return receipt requested with adequate postage prepaid; or (ii) one (1) business day after deposit with Federal Express or other comparable overnight delivery system for overnight delivery with all costs prepaid. All Notices hereunder shall be address as follows:

If to TPWD: Texas Parks and Wildlife Department
Attention: Infrastructure Division, Land Conservation Program
4200 Smith School Road
Austin, TX 78744

If to Provider: [Provider Name]
[Insert POC Name]
[Insert Address]
[Insert City, State, and Zip Code]
[Insert Phone Number]
[Insert Phone Number]
Email: [Insert Email Address]

Either party hereto may change its address by giving the other party written notice thereof at least five (5) business days in advance of the effective date for such new address.

X. ENTIRE AGREEMENT AND MODIFICATION

This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and
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other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistently with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification, renewal, extension, or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

Attest:
(Corporate Seal)

Name: Texas Parks and Wildlife Department
Address: 4200 Smith School Road
City, State, Zip: Austin, Texas 78744

By: ____________________________  By: ____________________________
Name: ____________________________  Name: ____________________________
Title: ____________________________  Title: ____________________________
Date: ____________________________  Date: ____________________________

Attachment A  Fee Schedule
Attachment A

Fee Schedule

Table 1.

<table>
<thead>
<tr>
<th>Description of Services</th>
<th>Firm Fixed Price</th>
<th>Estimated Lead Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appraisal Assignment; Uniform Standards of Professional Appraisal Practice (USPAP)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upgrade of appraisal from USPAP Appraisal to a Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) Appraisal if called for in the assignment</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.0 Firm Fixed Prices for Appraisal Assignment(s).

1.1 Respondent shall provide a Firm Fixed Price for appraisal assignment(s) by completing table 1. Included rates are for performing the appraisal work as described in Section 2.3 of the RFQ and further described in the Professional Services Agreement for Appraisal Services. Firm Fixed Prices provided shall be fully burdened to include, without limitation, all costs, labor, Respondents in house equipment, expenses, travel-related costs, fees, overhead, and profits, including labor costs associated with overtime, weekend, and after-hours work.