



CONTRACTING BRANCH | INFRASTRUCTURE DIVISION
4200 SMITH SCHOOL ROAD
AUSTIN, TEXAS 78744

REQUEST FOR QUALIFICATIONS

Statewide Blanket Contracts for Professional Services for Real Estate Appraisal & Appraisal Review Services

NIGP Class/Items: 946-15

RFQ Issue Date:	May 24, 2024
Online Pre-Submittal Conference:	10:00 AM, June 5, 2024
Questions Due:	5:00 PM, June 12, 2024
Question/Answers Addendum	(Est) June 19, 2024
Response Due Date:	2:00 PM, July 12, 2024

Contract Manager: Lydia Reynolds, CTCD, CTCM
(512) 389-4507
lydia.reynolds@tpwd.texas.gov

ATTENTION: It is the responsibility of interested parties to periodically check the Electronic State Business Daily (ESBD) website for updates to this solicitation prior to submitting a response. The Respondent's failure to periodically check the ESBD will in no way release the selected contractor from "addenda or additional information" resulting in additional cost to meet the requirements of the RFQ.

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SECTION I – GENERAL INFORMATION

1. Introduction

The Texas Parks and Wildlife Department (TPWD) through the Infrastructure Division is soliciting Statements of Qualifications (Qualifications) from qualified firms (Respondents) to provide Professional Real Estate Appraisal and Appraisal Review services in accordance with Uniform Standards of Professional Appraisal Practice (USPAP) for Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book), TPWD Recreation Grants Standards, LWCF Appraisal Standards for land tracts throughout the State, in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications (RFQ). Selection of the most highly qualified professional services provider will be based upon demonstrated competence and detailed credentials.

Recent Legislation increased TPWD's access to financial resources, thereby increasing the appraisal service needs of the Land Conservation Program.

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.

2. Qualifications and Experience

- 2.1. **Statement of Qualifications Validity Period:** Statement of Qualifications (Qualifications) must remain valid for TPWD's acceptance for a minimum of ninety (90) days after the submittal deadline to allow time for evaluation, selection, any required additional approvals, and any unforeseen delays.
- 2.2. **Eligible Respondents:** Only individual firms or lawfully formed business organizations may submit proposals. This does not preclude a Respondent from using subcontractors. The TPWD will contract only with the individual firm or formal organization that submits the Qualifications. Out of State vendors doing business in Texas shall have a Certificate of Authority to do business in Texas. Respondent must provide proof of registration before the TPWD may award a contract under this Solicitation.
- 2.3. **Minimum Qualifications:** Respondents must meet the minimum qualifications listed below. 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.
 - 2.3.1. Respondent submitting a response to this RFQ must maintain current licensing with the Texas Appraiser Licensing & Certification Board (TALCB) concurrent with their submission of said response and, if selected, through the term of the contract and in accordance with Texas Occupations Code Title 7, Subtitle A, Chapter 1103, Subchapter A, Texas Appraiser Licensing and Certification Act, and Texas Occupations Code Title 7, Subtitle A, Chapter 1104, Subchapter A, Texas Appraisal Management Company Registration and Regulation Act.
 - 2.3.2. Must not have been subject to any agreed orders or disciplinary actions by the TALCB within the last five (5) years.
 - 2.3.3. Must have demonstrated experience providing professional appraisal services.
 - 2.3.4. Must have at least three (3) years of experience appraising rural properties.
 - 2.3.5. Must have at least five (5) years' experience as a Certified General Real Estate Appraiser.
 - 2.3.6. Must have demonstrated compliance with USPAP Standards 3 and 4 and other applicable USPAP requirements in performance of work assignments.
 - 2.3.7. Must have competency for market area at issue in work assignments.
 - 2.3.8. Must have access to recognized commercial market data sources necessary to produce credible assignment results.
 - 2.3.9. Shall have available the necessary qualified personnel, abilities, skills, qualifications, licenses, organization, facilities, equipment, and supplies required to fulfill all requirements under this RFQ and any resulting contract in a satisfactory manner and within the time specified.

2.3.10. Shall be in good financial standing. TPWD reserves the right to request a copy of the respondent's audited or un-audited financial statement.

2.4. **Supporting Documentation:** Respondent shall complete and submit the Exhibits within this RFQ to provide documentation to support the above qualifications.

3. Inquiries

3.1. **Primary Point of Contact:** All requests, questions, or other communications about this Solicitation shall be made in writing to TPWD's Infrastructure Contracting Branch, addressed to the following person:

Lydia Reynolds, CTCD, CTCM
Texas Parks & Wildlife Department
Infrastructure Division
4200 Smith School Road
Austin, Texas 78744

Email: lydia.reynolds@tpwd.texas.gov
Phone: 512-389-4507

3.2. **Secondary Point of Contact:** ONLY if any requests, questions, or other communications that have not been responded to within three (3) business days by the Primary Point of Contact listed in [Section I, Subsection 3.1](#), forward to the following and courtesy copy the primary point of contact: INFContracting@tpwd.texas.gov

3.3. **Questions and Clarifications:** TPWD will allow written requests for clarification of this solicitation. Inquiries about discrepancies, omissions and/or questions, clarifications shall be communicated in writing to the email address for the Primary Point of Contact specified in [Section I, Subsection 3.1](#). Questions should be submitted in an editable format, i.e., Microsoft Word or standard email as opposed to an un-editable format such as .pdf files. Questions should be submitted in the following format: a) Reference the Solicitation number; b) Reference the Section number, Page number, Paragraph number, and Text of passage being questioned; and c) Question.

3.4. **Deadline for Submission of Questions:** To provide TPWD with sufficient time to adequately prepare responses to vendor inquiries, all questions must be submitted by the deadline specified in [Section III, Subsection 1](#).

3.5. **Answers to Questions:** Official answers will be posted as an addendum to this solicitation, on the Electronic State Business Daily at <http://www.txsmartbuy.com/esbd>. Respondent names will be removed from questions in the responses released. TPWD reserves the right to amend answers prior to the proposal submission deadline. Note: It is the responsibility of interested parties to periodically check the ESDB for updates to the procurement prior to submitting a proposal. Respondent's failure to periodically check the Electronic State Business Daily (ESBD) will in no way release the selected vendor from "addenda or additional information" resulting in additional costs to meet the solicitation requirements.

3.6. **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 representative(s), except for the written inquiries described in [Section I, Subsection 3.3](#). 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 purchasing staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation.

4. Solicitation Method and Intent

4.1. **Request for Qualifications:** The Request for Qualifications (RFQ) solicitation method allows qualified respondents to submit a written response addressing qualifications, experience, availability, approach, and other factors that will be employed to ensure successful accomplishment of the requirements set forth herein. TPWD will review, compare, and evaluate qualifications based on the criteria and weights identified in this RFQ.

4.2. **Authority:** This procurement complies with Texas Government Code, Title 10, Subtitle F, Chapter 2254 A. Professional Services, the Texas Administrative Code, Title 31, Part 2, Chapter 51, Subchapter B, Rule § 51.60 Authority to Contract, and in accordance with Chapter 4 of the Parks and Wildlife Contract Management Guide, Evaluation Committee Appointment, Ethics and Conduct of Division Staff and Evaluation Committee Process.

- 4.3. **Intent to Contract:** It is TPWD's intent to identify qualified respondents and award up to seven (7) contracts for the services solicited herein to the Respondent(s) whose qualifications are considered to be 'most qualified' for these services. The number of Blanket contracts awarded remain solely in the TPWD's discretion.
- 4.4. **No Guarantee:** Unless this RFQ states otherwise, the resulting contract(s) awarded does not guarantee volume of projects or commitment of funds. TPWD reserves the right to issue Task Order(s) to the Respondent(s) it deems necessary.
- 4.5. **Project Specific Qualification:** 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.

5. Request for Qualifications (RFQ) Terms

- 5.1. **No Reimbursement for Costs:** Respondents to this RFQ are responsible for all costs of submittal preparation and submission. Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFQ process shall be at the sole risk and responsibility of the Respondent. Respondents submit a response at their own risk and expense.
- 5.2. **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 Owner will contract only with the individual firms or formal organization that submitted the Statement of Qualifications.
- 5.3. **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 Plans (HSP) is not a required element of Qualifications.

If it is anticipated that a single task order will exceed \$100,000, then the Firm shall be required to develop and submit a HUB Subcontracting Plan (HSP) with their "fee proposal" for that single task order and to comply with the HSP after it is accepted by the Owner and during the performance of the Task Order in accordance with TPWD policy.

- 5.4. **State Licensing & Certification of Respondent/Firms:** Respondent(s) shall be licensed in their respective field in accordance with all State requirements. Respondent submitting a response to this RFQ must maintain current licensing with the Texas Appraiser Licensing & Certification Board (TALCB) concurrent with their submission of said response and, if selected, through the term of the contract and in accordance with Texas Occupations Code Title 7, Subtitle A, Chapter 1103, Subchapter A, Texas Appraiser Licensing and Certification Act, and Texas Occupations Code Title 7, Subtitle A, Chapter 1104, Subchapter A, Texas Appraisal Management Company Registration and Regulation Act. An entity is defined as a sole proprietorship, firm, partnership, corporation, or joint stock association.
- 5.5. **Insurance:** By entering into a contract, the Firm shall be required to procure, carry and maintain during the entire period of their performance under this contract the insurance in the types and amounts as required in RFQ [Attachment 1, Owner's Insurance Requirements of Professional Services Firm](#). Firm shall furnish certificates of insurance including corresponding policy endorsements, and make available at no cost to TPWD, copies of declaration pages as evidence thereof, if requested.
 - 5.5.1. TPWD, its officials, directors, employees, representatives, and volunteers shall be added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under this contract. The additional insured status must cover completed operations as well. This is not applicable to workers' compensation policies.
 - 5.5.2. The required coverage is to be with companies licensed in the state of Texas, with an "A" rating from A.M. Best, and authorized to provide the corresponding coverage.
 - 5.5.3. Prior to the commencement of service and not later than ten (10) days following Notice of Selection, the Firm shall furnish to TPWD, for approval, a certificate of insurance as proof that the required insurance is in full force and effect.

- 5.5.4. Certificate of insurance shall be sent to: Infrastructure Division, Texas Parks & Wildlife Department, 4200 Smith School Road, Austin, Texas 78744; or may be emailed INFcontracting@tpwd.texas.gov.
- 5.5.5. Certificate of insurance shall reference the assigned blanket agreement contract number.
- 5.6. **Debriefing Requests:** A written request for a debriefing shall be directed to the Owner's "Primary Point of Contact" identified in this RFQ; within thirty (30) calendar days following the date of award.
- 5.7. **Protest Procedures:** 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 Texas Administrative Code, Title 31, Part 2, Chapter 51, Subchapter L, Rule 51.350.
- 5.8. **Acceptance Of Evaluation Methodology:** By submitting its 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 Owner.
- 5.9. **Conflict of Interest:** By submitting a response, the Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering into a Contract with TPWD. The Respondent also represents and warrants that entering into a Contract with TPWD will not create the appearance of impropriety. In its response, the Respondent shall disclose any existing or potential conflict of interest that it might have in contracting with TPWD. TPWD will decide, in its sole discretion, whether an actual or perceived conflict should result in disqualification or contract termination.

6. Type of Contract & Contract Term

- 6.1. **Type of Contract:** Any contract resulting from this solicitation will be in the form of the Owner's Standard **Professional Service Agreement, Attachment 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 9 in the Professional Service Agreement** shall apply. It is the responsibility of each Respondent to carefully review Attachment 3.
- 6.2. **Conditions of Contract:** Any contract resulting from this solicitation will be governed by the contract documents and shall include the **Essential Clauses, Affirmations & Additional Contract Requirements, Attachment 4**. It is the responsibility of each Respondent to carefully review Attachment 4.
- 6.3. **Initial Contract Term:** The initial contract shall commence on the Date of Award and be valid through August 31, 2027, unless terminated under the terms of the contract. To remain valid, all qualifications must be updated by the selected firm to reflect any significant changes in the firm's ownership, structure, or method of operation, or when requested by TPWD.
- 6.4. **Renewal Option:** The contract may be renewed for two (2) additional one (1) year terms upon mutual agreement of both parties prior to contract expiration date. Any renewal shall be in accordance with the original terms and conditions plus any approved changes.
- 6.5. **Contract Extensions:** In the event that the contract, if any, resulting from the award of this RFQ shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified services, TPWD may, with the written consent of the selected firm, extend the contract for a period of time as may be necessary to permit TPWD continued supply of the identified services (not to exceed a twelve month extension period). Any extensions shall be under the same terms and conditions, plus any approved changes.
- 6.6. **Contract Completion:** The performance period under any subsequent contract shall commence upon the effective date of the agreement and shall remain in effect until such time as the services acquired in conjunction with this solicitation and resulting contract have been delivered and/or completed, and accepted by TPWD's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.
- 6.7. **Modifications:** The contract may be amended in writing by mutual consent of both parties.

- 6.8. **Quantities:** Unless this RFQ states otherwise, the resulting contract award does not guarantee volume or a commitment of funds. TPWD shall request services on an as-needed basis.
- 6.9. **Termination:** The contract shall terminate upon full performance of all requirements contained in the contract, unless otherwise extended or renewed, as provided in accordance with the contract terms and conditions, unless terminated under the terms of the contract.

7. TPWD Responsibilities

- 7.1. TPWD will designate a Project Manager upon task order award.
- 7.2. No additional material, labor, equipment, or facilities will be provided by TPWD for this contract.
- 7.3. TPWD will monitor the successful Respondent's progress and performance and ensure services conform to the established specifications and requirements. At major milestones or renewals and at conclusion of the contract term, TPWD will complete a Vendor Performance Form assessing the output and outcome measures and compliance with the terms and conditions of the contract.
- 7.4. Upon issuance of contract, TPWD will designate an individual who will serve as the contract manager and point-of-contact between the agency and the Appraisal Services Firm. The contract manager does not have any express or implied authority to vary the terms of the contract, amend the contract in any way or waive strict performance of the terms or conditions of the contract. This individual's contract management and contract administration responsibilities include, but are not limited to:
 - 7.4.1. Monitoring the Appraisal Services Firm's progress and performance and ensuring services conform to established specification requirements.
 - 7.4.2. Managing the financial aspects of the contract including approval of payments.
 - 7.4.3. Meeting with the Appraisal Services Firm to schedule service, and as needed to review progress, discuss problems, and consider necessary action.
 - 7.4.4. Identifying a breach of contract by assessing the difference between contract performance and non-performance.
 - 7.4.5. Other areas as identified by the State of Texas Contract Management Guide, latest edition.

8. Invoicing and Payment

Subsequent to contract award and issuance of a task order, the following procedures apply to invoicing and payment in addition to those listed elsewhere in the RFQ and PSA:

- 8.1. Appraisal Services Firm shall Submit Invoice(s) to the designated Project Manager as designated on the Notice of Award/Notice to Proceed and/or Purchase Order.
- 8.2. Invoices must include the following:
 - 8.2.1. Name of Appraisal Services Firm exactly as shown on the contract/purchase order,
 - 8.2.2. Texas Payee Identification Number (PIN),
 - 8.2.3. "Remit to" address as shown on the purchase order,
 - 8.2.4. Name of receiving entity,
 - 8.2.5. Contract/purchase order number,
 - 8.2.6. Description, quantity, unit of measure, unit price, extended price of each item,
 - 8.2.7. Total price,
 - 8.2.8. Discount, if applicable, extended and deducted to arrive at a NET TOTAL for invoice,
 - 8.2.9. Attach supporting documentation, if required.

8.3. Payment:

- 8.3.1. The Appraisal Services Firm will be paid for the services performed as invoiced. If another payment mechanism is agreed to by the parties, then Appraisal Services Firm will be paid in accordance with the agreement approved by the parties.
- 8.3.2. Payment normally will be made to the Appraisal Services Firm within 30 days after receipt of a properly prepared invoice, or the receipt of and the acceptance of services ordered, whichever is later. State agencies are required by state law to pay properly submitted invoices within 30 days or the Appraisal Services Firm may charge a late payment fee established by law.
- 8.3.3. Payments for services purchased with state appropriated funds will be made through state warrants issued by the Comptroller of Public Accounts. Payments by qualified ordering entities will be made through the entities local payment system.
- 8.3.4. Electronic payment may be available through some ordering entities. Contact TPWD Accounts Payable at 512-389-4833 for additional information.

END OF SECTION I – GENERAL INFORMATION

SECTION II – EXECUTIVE SUMMARY

- 1.1. **Program Overview:** The Land Conservation Program (LCP) within the Infrastructure Division serves 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. In addition to LCP, other programs within TPWD such as Local Parks Program also utilize appraisals and appraisal reviews for land transactions and land conservation. 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 Respondent(s) 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.

- 1.2. **Program Assumptions:** All work will comply with all applicable Federal, State and Agency standards.
- 1.3. **Selected Respondent Requirements:** 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 Respondent(s) identified as most qualified based on the Respondent's respective area of expertise, experience, and ability to support the project with proper staffing in the geographic area of the project. Each Respondent 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.
- 1.3.1. Respondent agrees to conduct all its services under the awarded contract by and through appropriate communications with TPWD. No work, installation or other services shall be undertaken by the Respondent except with the prior written authorization by TPWD. Respondent understands and agrees that work, installation, or other service performed without prior written authorization of the TPWD is work outside the scope of this contract and shall be performed exclusively at Respondent's risk.
- 1.3.2. Respondent shall provide service in accordance with requirements specified herein and the resulting contract(s) and contract documents.
- 1.3.3. Respondent shall provide all labor, materials, equipment and subconsultants as necessary to meet requirements of the specified services throughout the term of the contract.
- 1.3.4. Respondent is responsible for all costs incurred in the performance of the contract.
- 1.3.5. Respondent shall comply with all laws, ordinances, statutes, and regulations pertaining to the services requested herein, and shall obtain such permits, licenses or other authorizations as may be required.
- 1.3.6. To be considered for a given project, Respondent 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 Owner's Standard **Professional Services Agreement, Attachment 3**. It is the responsibility of each Respondent to carefully review Attachment 3.
- 1.3.7. Services undertaken pursuant to this RFQ will be required to commence within thirty (30) calendar days of delivery of a Notice to Proceed. Up to 15% of task orders may be identified as high-priority projects, potentially necessitating immediate action and commencement of work.
- 1.3.8. The Respondent's appraisal reviews must be in full compliance with the current edition of USPAP and Yellow Book. 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 Respondent at no additional cost to TPWD.
- 1.3.9. Per Texas Occupational Code 1103.460, information related to an experience audit is confidential. Respondent must refrain from disclosing information received or assignment results without approval.

- 1.3.10. Throughout the duration of the contract, Respondent may be requested to provide additional real estate services as required on an as needed basis.
- 1.4. **Scope of Services:** Respondent shall demonstrate the ability to perform the following services at TPWD's direction including, but not limited to:
- 1.4.1. Provide professional real property appraisal services.
 - 1.4.2. Estimate market value for land and improvements.
 - 1.4.3. Provide a certification of limiting conditions, if any.
 - 1.4.4. Provide an analysis or supporting information arriving at the value.
 - 1.4.5. Complete the appraisal on standard land form(s) or the narrative equivalent.
 - 1.4.6. Submit a detailed written report which shall include but not be limited to factual information pertinent to property, dwellings, value and ownership.
 - 1.4.7. Additional supplemental requirements may be required based on specific conditions of the property.
 - 1.4.8. Appraisal must include a detailed highest and best use analysis (physically possible, legally permissible, financially feasible/maximally productive, and highest and best use conclusion).
 - 1.4.9. 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.
 - 1.4.10. 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.
 - 1.4.11. Appraisal must include an accurate map of the property based on survey, GPS readings, or other reliable map source.
 - 1.4.12. 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.
 - 1.4.13. Include a detailed sketch of the property showing fence lines, buildings, wells, septic, floodplain, etc.
 - 1.4.14. Utilize comparable sales as necessary 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).
 - 1.4.15. 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.
 - 1.4.16. Include appropriate maps of comparable sales properties.

END OF SECTION II – EXECUTIVE SUMMARY

SECTION III – RESPONSE REQUIREMENTS

1. Schedule of Events

TPWD intends to proceed according to the following schedule. TPWD reserves the right to change the dates in the schedule of events. These dates represent a tentative schedule of events and is subject to change at TPWD's sole discretion and without advance notice. Substantive changes to the schedule will be communicated to prospective Respondents as an Addendum posted on the Electronic State Business Daily.

Event	Date/Time
RFQ Issue Date	May 24, 2024
Online Pre-Submittal Conference	June 5, 2024, at 10:00 AM (CT)
Questions Due	June 12, 2024, at 5:00 PM (CT)
Answers Posted on ESBD (<i>estimated</i>)	June 19, 2024 (estimate)
Response Due Date	July 12, 2024, at 2:00 PM (CT)
Evaluation Period	July 15-19, 2024
Oral Presentations (if deemed necessary)	Aug 1-2, 2023
Expected Contract Award Date	September 1, 2024

Note to Respondent: The Proposed Program Planning Schedule is Owner's proposed schedule and is subject to change at Owner's sole discretion and without advance notice.

2. Online Pre-Submittal Conference

An optional online pre-submittal conference will be held on **Wednesday, June 5, 2024, at 10:00 AM (CT)**. Although the pre-submittal conference is not mandatory, Respondents (including personnel responsible for preparing respondent's response) are strongly encouraged to attend this meeting as important information regarding qualifications, submittal requirements and other details will be discussed.

The online pre-submittal conference will be conducted using Microsoft® Teams. Respondents may use their web browser to access the meeting or the Microsoft® Teams application.

https://teams.microsoft.com/join/19%3ameeting_MWM2OTIzY2QtZDMxOS00Yjk4LThmNzMtMzA3ZTg1YmY4NDZm%40thread.v2/0?context=%7b%22id%22%3a%227864fda7-62ad-47ec-81ec-323266e3a35f%22%2c%22oid%22%3a%220b8c8058-686a-4215-b1e1-4fa907bdc39b%22%7d

Following the online meeting, the PowerPoint™ presentation will be posted to the Electronic State Business Daily.

For additional information regarding the meeting, contact the Primary Point of Contact as noted in [Section I, Subsection 3.1](#) directly by email or phone.

3. Response Delivery and Handling

- 3.1. All responses shall be received, and time stamped by TPWD prior to 2:00 PM Central Time on the date specified in [Section III, Subsection 1](#) and the place specified in [Section III, Subsection 3](#). Late responses will not be considered under any circumstance and will be returned unopened. 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.
- 3.2. TPWD reserves the right to reject any or all responses and to waive any minor informality in any response or solicitation procedure. A minor informality is one that does not affect the competitiveness of the Respondents.
- 3.3. Properly submitted responses that are received by the due date and time will be opened publicly. The names of the Respondents who submitted will be read aloud, recorded, and confirmed by the Owner.

- 3.4. Except as otherwise provided in this RFQ, no Qualifications may be changed, amended, or modified after it has been submitted to TPWD. However, Qualifications may be withdrawn and resubmitted at any time prior to the submittal deadline. No Qualification may be withdrawn after the submittal deadline without TPWD’s consent, which will be based on Respondent’s submittal of a written explanation and documentation evidencing a reason acceptable to TPWD, in TPWD’s sole discretion.
- 3.5. Opened responses shall become the property of the State of Texas after the RFQ submittal due date/opening date.
- 3.6. Responses submitted shall constitute an offer for a period of ninety (90) days or until selection is made by TPWD, whichever is earlier. Properly submitted responses will not be returned to respondents.
- 3.7. Telephone, and facsimile responses are NOT an acceptable response to an RFQ.
- 3.8. E-Mail Submittals Preferred for this Solicitation: Submit response to lydia.reynolds@tpwd.texas.gov with courtesy copy to infcontracting@tpwd.texas.gov.
 - 3.8.1. Subject line shall include the following “RFQ 2024 Appraisal Services Proposal”.
 - 3.8.2. Email shall include one (1) PDF document inclusive of all exhibits and any applicable addenda with appropriate signatures.
- 3.9. Hard Copy Submittals: If Respondent intends to deliver its response to the specified location, as hard copies, Respondent shall provide one (1) original qualification package signed in ink (marked original) and one (1) flash drive of the response. It is the Respondent’s responsibility to appropriately mark and deliver the response to TPWD by the specified date.
 - 3.9.1. Exterior envelope shall be clearly labeled and shall reference the following:
 - RFQ 2024 Statewide Appraisal Services
 - Proposal for Statewide Appraisal Services
 - Due Date & Time: July 12, 2024, at 2:00 PM
 - 3.9.2. Spine-bound (tape, wire, comb, etc.) and binders for submittals are highly discouraged for hard copy exhibits.
 - 3.9.3. Flash drive shall include one (1) PDF document inclusive of all exhibits and any applicable addenda with appropriate signatures.
 - 3.9.4. Exterior envelope shall be addressed and delivered by one of the following methods:

USPS or Commercial Delivery Service	Hand-Delivery
Texas Parks and Wildlife Dept. Attn: Infrastructure Division Lydia Reynolds, Contract Manager 4200 Smith School Road Austin, TX 78744 Hours – 8:00 AM to 5:00 PM	Texas Parks and Wildlife Dept. Security Desk 4200 Smith School Road Austin, TX 78744 Attn: Infrastructure Division Lydia Reynolds, Contract Manager Hours – 8:00 AM to 5:00 PM
Note: Responses must be received by TPWD Infrastructure Division prior to the due date and time.	

4. Format of Response

- 4.1. General Instructions:
 - 4.1.1. Respondent shall submit completed response in accordance with the Exhibits within the RFQ, formatted in accordance with below.
 - 4.1.2. Responses 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 Owner’s needs.

- 4.1.3. Respondent shall carefully read the information contained in the Exhibits and submit a complete response to all requirements and questions as directed. Incomplete Responses will be considered non-responsive and subject to rejection.
 - 4.1.4. Responses 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 Owner, at its option.
 - 4.1.5. The Owner makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFQ.
 - 4.1.6. Responses shall consist of completed Exhibits or reasonable facsimiles, including answers to questions identified in the Exhibits. It is not necessary to repeat the question; however, it is essential to reference the Exhibit and question number with the corresponding answer.
 - 4.1.7. Failure to comply with all requirements contained in this RFQ may result in the rejection of the response.
 - 4.1.8. The Owner 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 Owner's best interest.
- 4.2. Page Size, Binding, Dividers and Tabs:
- 4.2.1. Page Size: Response shall be formatted on letter-size (8-1/2" x 11") pages.
 - 4.2.2. Binding: Spine-bound (tape, wire, comb, etc.) and ringed binders for submittals are highly discouraged for hard copy responses. Assemble in a simple, economical, and environmentally friendly manner.
- 4.3. Table of Contents:
- 4.3.1. Response shall include an organized, paginated "Table of Contents" corresponding to each section of the RFQ.
 - 4.3.2. Response should be indexed corresponding to the sections/exhibits listed in this RFQ.
- 4.4. Pagination: Number all pages of the response sequentially using Arabic numerals (1, 2, 3, etc.).

5. Responsibility for Addenda

- 5.1. Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be posted as an addendum by Owner on the Electronic State Business Daily (ESBD) <https://www.txsmartbuy.com/esbd>.
- 5.2. It is the responsibility of all Respondents to check the website for updates to the procurement and addenda prior to submitting a Response.
- 5.3. All addenda issued by Owner before the responses are due are considered part of the RFQ, and Respondent shall include all signed and dated addenda with their response submission. **FAILURE TO SUBMIT EACH SIGNED AND DATED ADDENDUM WITH THE RESPONSE MAY RESULT IN REJECTION.**
- 5.4. Respondents shall consider only those clarifications and interpretations that the Owner issues by addenda. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner, and should not be relied on in preparing responses to this RFQ.
- 5.5. Addenda shall be issued by the Primary Point of Contact named in **Section I, Subsection 3.1** for this RFQ and posted on the Electronic State Business Daily (ESBD) website <https://www.txsmartbuy.com/esbd>.

6. Required Response Content

The following checklist is provided for the convenience of Respondents in their response preparation process. It is not intended to represent an exhaustive list of the requirements for this RFQ. Respondents must ensure that all requirements for this RFQ are met, even if they are not included in this checklist.

A completed checklist shall not be binding on TPWD's administrative review for compliance with the mandatory response contents specified in this RFQ. As Step 1 of the evaluation process, TPWD will review all responses to ensure compliance with the mandatory response contents as specified in the RFQ and reject any response that does not comply. Qualifications submitted without the required information will be evaluated accordingly.

REQUIRED QUALIFICATIONS CONTENT: Respondent MUST include the following documentation in their qualification's submission. Failure to submit the required qualifications package will result in disqualification.

- Exhibit A – Execution of Response:** Respondent must submit signed, dated, and completed Exhibit A - Execution of Response.
- Exhibit B – Company Profile:** Include completed Exhibit B or reasonable facsimile.
- Exhibit C – Company Narrative:** Include completed Exhibit C or reasonable facsimile.
- Exhibit D – Key Personnel & Credentials:** Include completed Exhibit D or a reasonable facsimile and required documentation.
- Exhibit E – Statement of Qualifications:** Include completed Exhibit E and corresponding information or a reasonable facsimile.
- Exhibit F – Performance on Past Projects and References:** Include completed Exhibit F or a reasonable facsimile.
- Addenda:** Respondent shall acknowledge receipt of any addenda generated as part of this solicitation and include the signed and dated addenda with their response submission. Addenda to solicitation shall be published on ESD <https://www.txsmartbuy.com/esbd>.

END OF SECTION III – RESPONSE REQUIREMENTS

SECTION IV – EVALUATION AND AWARD

1. Evaluation General Information

- 1.1. The evaluation of the response shall be based on the requirements described in this RFQ. All properly submitted responses shall be reviewed, evaluated, scored, and ranked by the Owner.
- 1.2. Response 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 negotiations phase.

2. Administrative Review by Contracting - Step 1

Only a complete response with the listed required submittal documents will be considered. Failure to meet the minimum qualifications and submit the required documents will result in a response being declared non-responsive. Qualifications that do not conform to the instructions included in this RFQ may be rejected by TPWD. TPWD reserves the right to reject any or all qualifications and to waive informalities and minor irregularities in responses received. No response received in TPWD Infrastructure Contracting after the exact date and time specified as the deadline for responses will be considered.

3. Initial Evaluation - Step 2

An evaluation committee will evaluate and score each response based on the established criteria. Respondents shall not contact any members of the evaluation team. Responses will be evaluated according to the respondent's ability to best satisfy TPWD requirements.

Evaluation Criteria: Respondent's submission is evaluated and scored on a weighted system to determine the best value as follows:

Evaluation Criteria	Point Value
Acknowledged, Signed and Dated Addenda	Pass/Fail
Execution of Response (Exhibit A)	Pass/Fail
Company Profile (Exhibit B)	10 points
Company Narrative (Exhibit C)	10 points
Respondent's Key Personnel & Credentials (Exhibit D)	20 points
Statement of Qualifications (Exhibit E)	30 points
Performance on Past Projects & References (Exhibit F)	30 points
Subtotal	100 points
Oral Presentation (if deemed necessary by Owner)	25 points
Total	125 points

4. Short List - Step 3

At TPWD's sole discretion, based upon the final ranking, a short-list of the top ranked respondents for further consideration may be developed. The evaluation committee will determine if discussions and/or oral presentations are necessary. Award of a contract may be made without discussions or oral presentations, if in the best interest of the state.

- 4.1. Only the most highly ranked respondents will be requested to participate in an oral presentation (if deemed necessary by the Owner) with the Owner, to further describe the qualifications submitted and answer additional questions.
- 4.2. Oral presentation and reference results will be the final determining factor in the Owner's ranking of respondents to determine the 'most qualified' respondents.
- 4.3. The responding firm's point of contact as designated in [Exhibit B, Section 13](#), in their response as being the primary contact for Management and day-to-day operation of services shall facilitate and conduct the presentation made by the firm.

5. Award

Respondents with the highest total score will be notified to submit their Schedule of Applicable Rates. The Owner and the Successful Respondents shall enter into a **Professional Services Agreement, Attachment 3**.

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. Past performance will be measured based upon pass/fail criteria in compliance with applicable provisions of Gov't Code §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. Respondents may fail this selection criterion for any of the following conditions:

- 5.1. The Vendor has a score less than C or Legacy Unsatisfactory in the Vendor Performance System,
- 5.2. Currently under a Corrective Action Plan through the Texas Comptroller of Public Accounts (CPA),
- 5.3. Having repeated negative Vendor Performance Reports for the same reason,
- 5.4. Having Purchase Orders/Contracts that have been cancelled in the previous 12 months for non-performance (i.e., failure to remedy defective work, late delivery, etc.).

END OF SECTION IV – EVALUATION AND AWARD

EXHIBIT A – EXECUTION OF RESPONSE

NOTE: THIS EXECUTION OF RESPONSE MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE REQUIRED DOCUMENTS. FAILURE TO COMPLETE, SIGN AND RETURN THE ENTIRE EXHIBIT SHALL RESULT IN REJECTION.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFQ is a solicitation for Qualification and is not a contract or an offer to contract; (2) the submission of Qualification by Respondent in response to this RFQ will not create a contract between the Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFQ; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFQ.

By signature hereon, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Response, and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions, and requirements of the RFQ;

Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations and ordinances;

Respondent understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Contract documents under which Respondent will be required to operate;

Respondent, if selected by the Owner, will maintain insurance as required by the Contract, Reference Attachment 1, Owner's Insurance Requirements.

By signature hereon, Respondent certifies that all statements, information, and representations prepared and submitted in response to this RFQ are current, complete, true, and accurate. Respondent acknowledges that the Owner will rely on such statements, information, and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters to which Respondent has made a statement or representation or provided information.

The undersigned certifies that I am duly authorized to submit this Response and execute a contract on my own behalf or on behalf of the Respondent listed below.

_____ COMPANY NAME	_____ AUTHORIZED SIGNATURE	_____ DATE
_____ ADDRESS	_____ PRINTED NAME	
_____ CITY	_____ STATE	_____ ZIP
_____ ()	_____ TITLE	
_____ OFFICE PHONE NUMBER	_____ CELL PHONE NUMBER	
_____ EMAIL ADDRESS	_____ ()	
_____ TEXAS IDENTIFICATION NUMBER	_____ FAX NUMBER	
_____ FEDERAL EMPLOYER IDENTIFICATION NUMBER		

EXHIBIT B – COMPANY PROFILE

Exhibit B is Scored with Maximum of 10 Points. Respondent shall use this exhibit (or reasonable facsimile) to clearly demonstrate how they meet the requirements set forth in this solicitation. This form may be modified as needed to comply with the requirement to document company information. Additional pages can be added to this exhibit, if needed. **Failure to return this exhibit (or reasonable facsimile) shall result in the response submission being considered non-responsive.**

1. Company Legal Name as registered with the Texas Secretary of State:	
2. Company Description:	
3. Principal Name and Office location:	
4. Corporate Headquarters Address with City, State & Zip Code:	
5. Year Company was Founded and/or Legally Organized:	
6. Company Ownership Structure (LLC, LLP, Corporation, etc.):	
7. State under which laws the company is organized, if not Texas, see Section 1, 2.2.:	
8. Total number of employees, locally and nationally:	
9. Percentage of Ownership:	
10. Proposed Operating Structure (parent company, affiliate, joint venture, subcontractor):	
11. Field office(s) that may provide services under the contract including subcontractors: <i>(If firm has multiple facilities able to perform these services, attach additional page with information for each facility).</i>	
Street Address with City, State & Zip Code:	
Street Address with City, State & Zip Code:	
12. Contact Person regarding company's submission to the solicitation:	
Name & Title:	
Phone:	
Email Address:	
13. Personnel who will be responsible for Management and day-to-day operation of services (if multiple, attach additional page with information):	
Name & Title:	
Phone:	
Email Address:	

14. Disclose if your company or any of its subsidiaries has been engaged under a contract by any Texas state agency or any Federal agency.

Yes No If yes, specify which agency, when, and explain for what duties.

15. Disclose if your company or any of its subsidiaries filed or met criteria for bankruptcy within the last five (5) years.

Yes No If yes, explain.

16. Disclose if your company or any of its subsidiaries have engaged in any actual or alleged breaches of contract. 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.).

Yes No If yes, include requested information.

17. Disclose any potential conflict of interest your company or any of its subsidiaries 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.

Yes No If yes, include requested information.

EXHIBIT C – COMPANY NARRATIVE

Exhibit C is Scored with Maximum of 10 Points. Respondent shall use this exhibit (or reasonable facsimile) to provide a detailed narrative explaining how Respondent is qualified to provide the services enumerated in [Section II, Executive Summary, Subsection 1.4](#), focusing on its company's key strengths. This form may be modified as needed to comply with the requirement to document company information. Additional pages can be added to this exhibit, if needed. **Failure to return this exhibit (or reasonable facsimile) shall result in the response submission being considered non-responsive.**

EXHIBIT D – KEY PERSONNEL AND RESUMES

Exhibit D (entire submission) Scored with Maximum of 20 Points. Respondent must provide for the primary point of contact or equivalent of project manager and other key staff as respondent deems appropriate to be assigned under any resulting contract, Exhibit D - Staffing Profile or a résumé indicating the following for staff that will be responsible for the performance of the services requested under this Solicitation:

- Name
- Job Title
- Particular Subject Areas of Expertise (e.g. condemnations, rights-of-way, conservation easements, undivided interests, review appraisals, etc.),
- Relevant Certifications and Licenses,
- Experience with Similar Programs within the Last Five (5) Years
- Total Years Employed by Respondent
- Total Years Experience (in required service)

The staffing profile must include copies of the required TALCB Certified General Appraiser license(s).

Submit one Exhibit D (or reasonable facsimile) with the requested documentation for each primary point of contact or equivalent of project manager. *Failure to return this exhibit including all requested information and documentation shall result in response being considered non-responsive.*

EXHIBIT E – STATEMENT OF QUALIFICATIONS

Exhibit E is Scored with Maximum of 30 Points. Respondent shall submit the following information identified as Exhibit E. 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. **Failure to provide the information requested in this exhibit shall result in response being considered non-responsive.**

Respondent shall submit a summary that provides specific support for meeting the minimum qualifications outlined in this Exhibit, including numbered responses corresponding to each of the following items. 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.

1. Must be licensed by the Texas Appraiser Licensing and Certification Board (“TALCB”) as a Certified General Appraiser in Texas;
2. Must not have been subject to any agreed orders or disciplinary actions by the TALCB within the last five (5) years;
3. Must have at least three (3) years of experience appraising rural properties;
4. Must have at least five (5) years’ experience as a Certified General Real Estate Appraiser;
5. Must have demonstrated compliance with Uniform Standards of Professional Appraisal Practice (USPAP) Standards 3 and 4 and other applicable USPAP requirements in performance of work assignments;
6. Must demonstrate experience completing Uniform Appraisal Standards for Federal Land Acquisitions (USFLA) also known as Yellow Book,
7. Must demonstrate availability for high-priority and time sensitive appraisals which may require immediate action and commencement of work.
8. Must have competency for market area at issue in work assignments; and
9. Must have access to recognized commercial market data sources necessary to produce credible assignment results.
10. Must provide list of market areas of expertise and experience performing services with various types of real estate (e.g. ranches, conservation properties, residential properties, etc.).
11. Must identify service areas within Texas by geographic areas or counties (e.g. Hill Country, Panhandle, Coastal Plains, Rio Grande Valley, etc.).

EXHIBIT F – PERFORMANCE ON PAST PROJECTS AND REFERENCES

Exhibit F is Scored with Maximum of 30 Points. Respondent shall submit the following information identified as Exhibit F, including numbered responses corresponding to each of the following items. **Failure to provide the information requested in this exhibit shall result in response being considered non-responsive.**

1. Past Project Information

Provide a list of five (5) non-TPWD projects executed within the last five (5) years, and include the following information. 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. ranches, conservation properties, residential properties, etc.).

- a. Project Name, Location, and Client
- b. Provide a statement outlining the appraisal services provided.

2. Provide a sample of a recent work product (non-TPWD) involving a ranch or other large rural acreage.

3. References

Respondent shall provide 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 correspondence. 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.**

ATTACHMENT 1 – OWNERS INSURANCE REQUIREMENTS

DO NOT SUBMIT WITH RESPONSE TO RFQ. Following evaluations of Responses, if selected by the evaluation committee for contract award, this information shall be requested.

OWNERS INSURANCE REQUIREMENTS OF PROFESSIONAL SERVICES FIRM

- 1.0 **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.
 - 1.4 **ISO.** “ISO” means Insurance Services Office.
- 2.0 **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. 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 Construction Contract.
- 3.0 **Conditions Affecting All Insurance Required Herein**
- 3.1 **Cost of Insurance.** All insurance coverage shall be provided at the Provider’s sole expense.
 - 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 non-renewal 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.

4.0 **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 Provider 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 **Form.** Commercial General Liability Occurrence form (at least as broad as an unmodified ISO CG 0001 0798 or its equivalent).

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

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Personal and Advertising Liability	\$1,000,000

4.1.4 **Required Endorsements**

- a. **Additional Insured.** Additional insured status shall be provided in favor of the Owner Parties on ISO forms CG 20 10 or its equivalent.
- b. **Notice of Cancellation or Material Reduction in Coverage,** as required in 3.5, above.
- c. **Primary and Non-Contributing Liability.** It is the intent of the parties to this Contract that all insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to Owner Parties, with Owner Parties' insurance being excess, secondary, and non-contributing. This CGL coverage shall be endorsed to provide such primary and non-contributing liability coverage.
- d. **Waiver of Subrogation,** as required in 3.6, above.

4.1.5 **Continuing Commercial General Liability Insurance.** The Contractor shall maintain such insurance in identical coverage, form, and amount, including required endorsements, for the duration of the contract and the warranty period.

4.2 **Business Auto Liability Insurance**

4.2.1 **Coverage.** Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).

4.2.2 **Form.** Business Auto form (at least as broad as an unmodified ISO CA 0001 or its equivalent).

4.2.3 **Amount of Insurance.** Coverage shall be provided with a limit of not less than \$1,000,000.

4.2.4 **Required Endorsements**

- a. **Notice of Cancellation or Material Reduction in Coverage,** as required in 3.5, above.
- b. **Waiver of Subrogation,** as required in 3.6, above.

4.3 **Workers' Compensation/Employer's Liability Insurance**

- 4.3.1 Coverage. Such insurance shall cover liability arising out of the Provider's employment of workers and anyone for whom the Provider may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. USL&H must be provided where such exposure exists.

By signing the Contract or providing or causing to be provided a certificate of coverage, Provider is representing to Owner that all employees of the Provider who will provide services on the Project will be covered by worker's compensation coverage for the duration of the Project, that the coverage will be based on proper reporting classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or in the case of self-insured, with the Texas Department of Worker's Compensation. Providing false or misleading information may subject Provider to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- 4.3.2 Amount of Insurance. Coverage shall be provided with a limit of not less than:

<u>Workers' Compensation:</u>	Statutory limits.
<u>Employer's Liability:</u>	
Bodily Injury by Accident	\$1,000,000 Ea. Accident
Bodily Injury by Disease	\$1,000,000 Ea. Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit

- 4.3.3 Required Endorsements

- a. Notice of Cancellation or Material Reduction in Coverage, as required in 3.5, above.
- b. Waiver of Subrogation, as required in 3.6, above.

4.4 Professional Liability Insurance

- 4.4.1 Coverage. The Provider shall carry such professional liability/errors and omissions insurance, covering the services provided under this Agreement and other coverages as further described, acceptable to and approved by Owner. The insurance shall provide professional liability insurance for claims arising from the negligent performance of professional services of any type, including but not limited to design or design/build services as part of the Work to be performed.
- 4.4.2 Form. This insurance shall include prior acts coverage sufficient to cover all services rendered by the Provider and by its consultants under this Contract. It is recognized that this coverage may be provided on a Claims-Made basis.
- 4.4.3 Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000.
- 4.4.4 Continuing Professional Liability Insurance. The Provider shall maintain such insurance in identical coverage, form, and amount for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Contract. The Provider shall provide written representation to the Owner stating Work completion date.

5.0 Evidence of Insurance

- 5.1 Provision of Evidence. Evidence of the insurance coverage required to be maintained by the Provider, represented by certificates of insurance, evidence of insurance, and endorsements issued by the insurance company or its legal agent, and must be furnished to the Owner prior to commencement of Work and not later than ten (10) days after receipt of the Notice of Intent to Award. New certificates of insurance, evidence of insurance, and endorsements shall be provided to the Owner prior to the expiration date of the current certificates of insurance, evidence of insurance, and endorsements.
- 5.2 Form. All liability insurance required herein shall be evidenced by TPWD provided insurance certificate, "Certificate of Insurance".
- 5.3 Specifications. Such certificates of insurance and/or evidence of insurance shall specify:
 - 5.3.1 The Owner as a certificate holder with correct mailing address.
 - 5.3.2 Insured's name, which must match that on this Contract.
 - 5.3.3 Insurance companies affording each coverage, policy number of each coverage, policy dates of each coverage, all coverages and limits described herein, and signature of authorized representative of insurance company.
 - 5.3.4 Producer of the certificate with correct address and phone number listed.
 - 5.3.5 Additional insured status required herein.

- 5.3.6 Amount of any deductibles and/or retentions.
- 5.3.7 Cancellation, non-renewal, and material reduction in coverage notification as required by this Contract.
- 5.3.8 Personal Injury contractual liability required herein.
- 5.3.9 Primary and non-contributing status required herein.
- 5.3.10 Waivers of subrogation required herein.
- 5.3.11 The certificate of insurance shall list all exclusions and limitations added by endorsement to the general liability insurance coverage.

5.4 **Required Endorsements.** A general liability additional insured endorsement shall also be provided.

5.5 **Failure to Obtain.** Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Provider's obligation to maintain such insurance.

5.6 **Certified Copies.** Upon request of any Owner Party, the Provider shall provide to the Owner a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous policy.

5.7 **Commencement of Work.** Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Contract, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Provider or any consultant from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

6.0 **Insurance Requirements of Provider's Consultants**

6.1 Insurance similar to that required of the Provider shall be provided by all consultants (or provided by the Provider on behalf of consultants) to cover operations performed under any subcontract Contract. The Provider shall be held responsible for any modification in these insurance requirements as they apply to consultants. The Provider shall maintain certificates of insurance from all consultants containing provisions similar to those listed herein (modified to recognize that the certificate is from consultant) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.

6.2 The Provider is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage, and unexplained disappearance of property. Any insurance covering the Provider's or its consultant's property shall be the Provider's and its consultant's sole and complete means of recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Provider shall not be reimbursed for same. Should the Provider or its consultants choose to self-insure this risk, it is expressly agreed that the Provider hereby waives, and shall cause its consultants to waive, any claim for damage or loss to said property in favor of the Owner Parties.

7.0 **Use of the Owner's Equipment.** The Provider its agents, employees, consultants, or suppliers shall use the Owner's equipment only with express written permission of the Owner's designated representative and in accordance with the Owner's terms and condition for such use. If the Provider or any of its agents, employees, consultants or suppliers utilize any of the Owner's equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Owner, the Provider shall defend, indemnify and be liable to the Owner Parties for any and all loss or damage which may arise from such use.

8.0 **Release and Waiver.** The Provider hereby releases, and shall cause its consultants to release, the Owner Parties from any and all claims or causes of action whatsoever which the Provider and/or its consultants might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Provider and/or its consultants pursuant to this Contract.

ATTACHMENT 2 – PROFESSIONAL SERVICES FEE SCHEDULE

DO NOT SUBMIT WITH RESPONSE TO RFQ. Following evaluations of Responses, if selected by the evaluation committee for contract award, this information shall be requested.

Firm Fixed Prices for Appraisal Services Assignment(s)

Respondents shall submit a Fee Schedule with a full list of all personnel titles and the fully burdened hourly billing rate for each which shall be incorporated into its contract.

Rates shall remain firm throughout the initial term of the Professional Services Agreement. THE SCHEDULE OF FEES WILL BE USED TO ESTABLISH FIXED PRICES FOR TASK ORDERS.

After contract award and as individual Task Orders are identified, awarded Firm(s) will be requested to submit a fee proposal detailing the total fee for providing the Services for that specific task order expressed as a “not to exceed” amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses. Firm(s) shall be responsible for all expenses associated with the work identified in the Task Order, including labor, overhead, equipment, materials, travel, etc. Final budget including all expenses for each individual Task Order will be negotiated and approved as a “fixed price” at time of award of each.

ATTACHMENT 3 – PROFESSIONAL SERVICES AGREEMENT

DO NOT SUBMIT WITH RESPONSE TO RFQ. Following evaluations of Responses, if selected by the evaluation committee for contract award, this agreement shall be sent for signature.

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**TEXAS PARKS AND WILDLIFE DEPARTMENT
STATEWIDE BLANKET – APPRAISAL SERVICES**

**PROFESSIONAL SERVICES AGREEMENT (PSA)
Blanket Agreement CA-XXXXXX**

**STATE OF TEXAS §
COUNTY OF TRAVIS §**

THIS AGREEMENT made, and entered into as of the _____ day of _____ 2024, by and between the **TEXAS PARKS AND WILDLIFE DEPARTMENT**, 4200 Smith School Road, Austin, Texas 78744 (“TPWD”), and _____ (**FIRM NAME**), _____ (FIRM ADDRESS, CITY, STATE, ZIP), (“Firm” or “Appraisal Services Firm”).

WITNESSETH

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

WHEREAS, it is mutually agreed that Appraisal Services Firm shall provide professional services as herein described for the Projects as required by each Task Order; and the Appraisal Services Firm has agreed to provide the professional services subject to the terms and conditions hereinafter set forth. Appraisal Services Firm acknowledges and agrees that nothing in this Agreement confers any right to, expectation or, or guarantee of, a minimum number of Task Orders or amount of Work.

WHEREAS, all terms and conditions of the Request for Qualifications documents, including, but not limited to Execution of Response, Insurance requirements and Scope of Work are hereby incorporated by reference into this **Agreement CA-XXXXXX**. In the event that there is a conflict between the agreement documents, this Agreement and its exhibits take priority over all other documents. Following the Agreement in order of priority is Request for Qualifications (RFQ), Task Orders, Task Order proposals, Appraisal Services Firm’s Response to the Request for Qualifications.

NOW, THEREFORE, TPWD and Appraisal Services Firm, for and in consideration of the mutual promises, obligations, and benefits hereof, Agreement as follows:

ARTICLE 1 EMPLOYMENT OF APPRAISAL SERVICES FIRM

All appraisal services shall be performed by a professional appraiser registered in the State of Texas. TPWD and Firm agree Firm is an independent Firm and not an agent of TPWD. Firm 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 Firm compensation as stated herein, subject to the terms and conditions hereof. Firm 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.

1.1 Scope of Services

TPWD may, but is not obligated to, from time to time engage the professional services of Firm for one or more specific projects and identify the particular professional services needed. The scope of professional services of the Firm will include those services set forth in future individual Task Orders, which will reference this Agreement for all purposes. A list of services that may be required are included in the *RFQ Section II – Subsection 1.4 Scope of Services*.

1.2 Appraisal Services Firm’s Responsibilities

1.2.1 The specific scope of professional services for each project to be performed by the Firm shall be determined in advance and in writing between the TPWD and the Firm. These services shall be set forth in individual Task Orders, which are to be attached and incorporated in this Agreement for all purposes and shall be subject to the terms and conditions set forth in this Agreement, unless expressly provided otherwise in the Task Order.

- a. TPWD may, at its sole discretion, require an initial pre-proposal site meeting with the Firm to confirm and revise the scope of work for the project(s) and the preliminary estimate of cost. Firm cannot be compensated for the site meetings if required. Participation in a pre-proposal site meeting is not a guarantee or promise of a task order award.

The 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 (if available), and schedule for the project.

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

- a. A brief narrative that reflects its understanding of the project scope of work.
- b. A detailed description of all services anticipated as necessary to deliver the TPWD scope of work.
- c. An estimated number of site visit anticipated to deliver the TPWD scope of work.
- d. A projected schedule detailing the duration of activities necessary for accomplishing the services to be provided, including deliverable due date.
- e. A fee proposal of the total fee for providing the services expressed as a “not to exceed amount” to complete this project including schedule of services and fees.
- f. Name and contact information of staff members to be assigned to the project.

1.2.2 The TPWD shall review Firm’s Project Proposal and negotiate any changes, clarifications, or modifications thereto. The Firm shall submit a revised Project Proposal incorporating any changes, clarifications, or modifications made in the review process. The TPWD may accept, reject, or seek modification of any Project Proposal.

1.2.3 Upon approval of the Project Proposal by the TPWD, TPWD shall issue an Authorization to Proceed. The Authorization to Proceed authorizes the Firm to begin the work identified in the Project Proposal and shall include a Purchase Order number for the Task Order specific to the project.

1.2.4 It is the policy of TPWD to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all agreements. If a single Task Order is anticipated to exceed \$100,000 and the TPWD determines that subcontracting opportunities are probable, Firm agrees to allocate work to consultants that are Historically Underutilized Businesses in accordance with TPWD’s policy and the HUB Subcontracting Plan (HSP) submitted and approved prior to award of the Task Order. The Firm shall administer this approved HSP throughout the Project and no changes shall be made to the HSP without written approval by TPWD. While this Agreement is in effect and until the expiration of one year after final completion of the final Task Order issued pursuant to this Agreement, TPWD may require information from Firm, and may conduct audits, to assure that the HSP is followed.

- a. If an HSP is a part of a Task Order, Firm shall submit a Progress Assessment Report (PAR) to TPWD’s HUB Coordinator no later than the 5th working day of each month. The PAR is the monthly compliance report verifying Firm’s compliance with the HSP including the expenditures the Firm has made to sub-consultants during the prior month. Failure to comply could result in termination of Task Order.

1.2.5 Firm shall allocate adequate time, personnel, and resources as necessary to perform its services. Changes to Firm’s key personnel identified in Firm’s response to the Request for Qualification shall not be made without prior written approval of the TPWD. TPWD may request that Firm replace unsatisfactory personnel, which request shall not be unreasonably denied.

1.3 Appraisal Services- General Specifications

- 1.3.1 When requested by the TPWD, the Firm shall perform all services described herein and provided in individual Task Orders. Firm warrants that it will exercise reasonable skill, care, and diligence in the performance of its services and (i) will carry out its responsibilities in accordance with the customarily accepted good State of Texas professional practices as exhibited by other professionals engaged in similar work in similar locales; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent Firm. Firm shall provide all qualified personnel necessary to accomplish the professional services within the time limits as set forth in the schedule.
- If the Firm fails to meet the foregoing standard, Firm will perform forthwith at its own cost, and without reimbursement from the TPWD, the professional services necessary to correct errors and omissions which are caused by Firm's failure to comply with the above standard, and any and all costs and/or losses incurred by TPWD as a result of such errors, omissions or deficiencies may be deducted from Firm's compensation due under this Agreement and Firm shall reimburse TPWD for any and all such costs and/or losses in excess of Firm's compensation due under this Agreement.
- 1.3.2 TPWD shall designate a Project Manager as primary point of contact per project assignment. TPWD's Project Manager shall supervise TPWD's review of the Firm'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.

1.4 Appraisal Services – Reporting Requirements

- 1.4.1 All appraisal reports must be in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), or Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book), TPWD Recreation Grants Standards, LWCF Appraisal Standards for land tracts throughout the State. 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.
- 1.4.2 Inquiries by TPWD must be responded to within five (5) business days. Reconsideration of value requests must be responded to within three (3) business days.

ARTICLE 2 INSURANCE REQUIREMENTS

See Request for Qualifications, 2024 Appraisal Services, Attachment 1, TPWD's Insurance Requirements. **PSA Exhibit B, Appraisal Services Firm's Insurance Certificate** are incorporated into this Agreement.

ARTICLE 3 TPWD'S RESPONSIBILITY

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 Firm; deliverable due dates; Firm's Fee; and any other information or special conditions necessary for completion of the Task Order.

The TPWD's representative will notify the Firm of requested services with as much advance notice as possible. The TPWD will notify the Firm as soon as possible of any extended period of time in which services must be stopped.

ARTICLE 4 AGREEMENT TERM

The term of this Agreement shall begin on the date first written above and be valid through August 31, 2027. This Agreement is subject to renewal at the option of the TPWD for two (2) additional one (1) year extensions.

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. Firm 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.

This Agreement shall remain in full force and effect for the period required for the completion of any and all Task Order(s), including required extensions thereto, unless terminated pursuant to the provisions of this Agreement.

Any amendment to this Agreement shall be in written notice signed by both parties.

ARTICLE 5 SCHEDULE

The term of each individual Task Order shall begin upon issuance of a Notice of Award/Authorization to Proceed and continue until the project has been completed and accepted by TPWD. Firm shall complete assignments as set forth in individual Task Orders and shall prepare and submit to TPWD the deliverables and reports as set forth in such Task Orders.

ARTICLE 6 COMPENSATION AND PAYMENTS

- 6.1 Compensation shall be based on a per deliverable of assignment services as stated in the Request for Task Order. All fees and expenses that may be payable pursuant to this Agreement shall be set forth and specified in each Task Order and will be determined as a result of negotiations between the parties based upon the services to be rendered for the specific project.
- 6.2 TPWD's representative will maintain on-going review and status of Firm's progress toward completion of services and will certify whether Firm's billings are reasonably comparable with the work completed. Payments shall be made upon completion of services and receipt of properly executed invoices from the Firm. Invoices shall identify all services as to type and quantity performed and shall specify blanket agreement and purchase order numbers. Payment(s) will not be made until all work has been reviewed and accepted by TPWD.
- 6.3 Payments under this Agreement will not exceed the amount specified in each individual Task Order. No one Task Order, nor the cumulative total of all Task Orders issued hereunder shall exceed the sum of **Five Hundred Thousand dollars (\$500,000.00)** over the term of this Agreement, including any renewals or extensions. If additional funding becomes available, TPWD in its sole discretion may increase this funding limit by way of written Amendment hereto.
- 6.4 Prior to entering into any agreement between Firm and TPWD, and Firm and its consultants, Firm shall submit a price list for all personnel titles and the hourly billing rate for each.
 - 6.4.1 The Firm shall be paid based on rates expended pursuant to this Agreement. Rates and fees are set forth in **PSA Exhibit A – Schedule of Applicable Rates** and shall remain firm throughout the term of this Agreement.
 - 6.4.2 Established rates and fees shall not be increased except by written request of Firm at time of renewal upon modification to this Agreement executed by both parties.
- 6.5 Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.
- 6.6 If an approved HSP is a requirement of a Task Order, Firm shall submit a copy of the current month's Progress Assessment Report (PAR) with the invoice to document compliance with the HUB Subcontracting Plan.
- 6.7 Firm 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 Firm expense shall be paid in accordance with Texas Government Code, Chapter 660. Reimbursement for any and all travel expenses 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.

Actual lodging, food, and mileage rates shall be the U.S General Services Administration (GSA) federal rate in effect at the time the Task Order is executed, and the rates shall remain the same until the Task Order is complete. Lodging and food costs shall be reimbursed for overnight travel only (applicable when outside of Firm's office for at least six consecutive hours). Transportation costs shall be reimbursed for travel only in excess of fifty (50) miles, one-way, from Firm's office. State of Texas Transportation Rules: <https://fm.x.cpa.texas.gov/fmx/travel/textravel/trans/index.php>

- a. Lodging: Firm shall be reimbursed up to the maximum U.S. General Services Administration (GSA) federal lodging rate for the city or county of the primary destination plus the applicable tax. The federal GSA standard rate shall apply if the city or county of the primary destination is not listed. Lodging expenses shall be documented by submittal of detailed folio/receipts with Firm's invoice.
 - b. Food/Meals: Firm shall be reimbursed up to the maximum U.S. General Services Administration (GSA) federal rate for meals. Meal expenses shall be documented by submittal of receipts with Firm's invoice. State travel expense reimbursement is not a per diem. The maximum should not be claimed unless the actual expenditures equal or exceed the maximum allowable rate.
 - c. Transportation: Firm shall be reimbursed mileage expenses not to exceed the maximum GSA federal rates which can be found at: <https://fm.x.cpa.state.tx.us/fm/travel/milerate/index.php>.
 - d. Air Fare (Coach Class): Requires prior TPWD approval. Firm shall be reimbursed for actual cost of coach class air fare documented by submittal of receipts with Firm's invoice. The reimbursement may not exceed the cost of the lowest available airfare.
 - e. Car Rental (Mid-Size): Firm shall be reimbursed for actual cost of a mid-size vehicle. Vehicle rental at a higher cost than for a mid-size vehicle shall require prior approval of TPWD. Mileage will not be reimbursed while driving a rental vehicle. Fuel costs for rental vehicles shall be reimbursed at cost of self-fueled rate per gallon. Car rental and fuel expenses shall be documented by submittal of receipts with Firm's invoice.
- 6.8 Reimbursable expenses shall be calculated as an amount not to exceed 1.00 times the amounts expended by Firm, Firm's employees, and consultants in the interest of the Project.
- 6.9 TPWD shall reimburse Firm for the services provided in accordance with this agreement. Payments to Firm, and other terms and conditions of this Agreement, as follows:
- 6.9.1 TPWD shall reimburse Firm for direct non-labor subcontract expense at documented invoice cost, subject to TPWD's prior approval. Direct non-labor expense shall not include office supplies and general operating expenses. Invoices for reimbursable expenses shall include back up documentation to substantiate the costs for the expenses to be reimbursed.
 - 6.9.2 TPWD shall reimburse Firm the following expenses for TPWD Authorized travel directly associated with appraisal services and/or additional services as set out in the Task Order upon receipt of Firm's documented invoice. Firm shall minimize the amount of travel expenses reimbursed by ensuring that each trip is the most cost-effective considering all relevant circumstances.

TOTAL REIMBURSABLE EXPENSES SHALL NOT EXCEED the amount specified in each Task Order.

6.10 Payments Withheld

- 6.10.1 Under no circumstances shall TPWD be obligated to make any payment (whether a progress payment or final payment) to Firm, if any one or more of the following conditions exist:
 - a. Firm is in breach or default under this Agreement;

- b. Any portion of a payment is for services that were not performed in accordance with this Agreement provided, however, payment shall be made for those services which were performed in accordance with this Agreement;
 - c. Firm has failed to make payments promptly to consultants or other third parties used in connection with services for which TPWD has made payment to Firm.
- 6.10.2 The TPWD shall not be obligated to make any payment to Firm if TPWD, in good faith, determines that the balance of the unpaid fee is not sufficient to complete the services in accordance with this Agreement; or if Firm has failed to achieve a level of performance necessary to maintain the project schedule.
- 6.10.3 No deductions shall be made from Firm's compensation on account of liquidated damages or other sums withheld from payments to other contractors or on account of the cost of changes in the Work other than those for which Firm may be liable.

ARTICLE 7 APPRAISAL SERVICES FIRM ACCOUNTING RECORDS

- 7.1 Records of Reimbursable Expenses, services performed on the basis of agreed upon hourly billing rate as stated in **PSA Exhibit A – Schedule of Applicable Rates**, and expenses pertaining to Additional Services shall be kept on the basis of Generally Accepted Accounting Principles and shall be available to TPWD or TPWD's authorized representative at mutually convenient times for a period of at least seven (7) years after final completion of the Project. TPWD shall have the right to verify the details set forth in Firm's billings, certificates, and Invoices, either before or after payment by (1) inspecting the books and records of Firm during normal business hours; (2) examining any reports with respect to this Project; (3) interviewing Firm's business employees; (4) visiting the Project site; and (5) other reasonable action.
- 7.2 Records of Firm's costs, reimbursable expenses pertaining to the Project and payments shall be available to TPWD or its authorized representative during business hours and shall be retained for seven (7) years after final Payment or abandonment of the Project, unless TPWD otherwise instructs Firm in writing.

ARTICLE 8 OWNERSHIP AND USE OF DOCUMENTS

Reports and recommendations as instruments of service are and shall remain property of Firm 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 Firm's Agreement has been terminated. Firm 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 Firm is not involved.

ARTICLE 9 TERMINATION OF AGREEMENT

- 9.1 **Termination for Convenience:** TPWD reserves the right to terminate the agreement at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days' advance written notice, if TPWD determines that such termination is in the best interest of the state. In the event of such a termination, Firm must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TPWD shall be liable for payments limited only to the portion of work TPWD authorized in writing and which Firm has completed, delivered to TPWD, and which has been accepted by TPWD. All such work shall have been completed, in accordance with agreement requirements, prior to the effective date of termination. TPWD shall have no other liability, including no liability for any costs associated with the termination.
- 9.2 **Termination for Cause/Default:** If the Firm defaults on the Agreement, TPWD reserves the right to cancel the Agreement upon written notice of the default to Firm and after providing an opportunity to cure the default. If Firm fails to provide and implement corrective action within seven (7) days from receipt of

TPWD's written notice to terminate for Cause/Default, TPWD reserves the right to either re-solicit or re-award the Agreement to the next best responsive and responsible Firm. The defaulting firm will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work unless the specification or scope of work significantly changes. The period of suspension will be determined by TPWD based on the seriousness of the default. In such case, Firm shall be liable to TPWD for any additional cost occasioned to TPWD thereby.

- 9.3 A termination under this Article shall not relieve Firm or any of its employees of liability for violations of this Agreement, or any willful, negligent, or accidental act or omission of Survey Appraisal Services. The provisions of this Article hereof shall survive the termination of this Agreement.
- 9.4 As of the date of termination of this Agreement, Firm shall furnish to TPWD all documents, statements, accounts, reports, and other materials as are required hereunder or as have been prepared by Firm in connection with Firm'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.
- 9.5 Upon receipt of termination notice, Firm shall: (1) immediately discontinue all services affected and undertake to terminate (unless the notice directs otherwise) and undertake to terminate any relevant Subcontracts and will incur no further expense related to this Agreement, and (2) deliver to TPWD all data reports, and such other information and materials as may have been accumulated by Firm in performing this Agreement, whether completed or in progress. Upon such delivery to TPWD, Firm shall be paid for the value of services rendered by Firm if the same are accepted and approved by TPWD. All work produced shall be the sole property of TPWD.

ARTICLE 10 AGREEMENT PROVISIONS

- 10.1 **Appointment:** TPWD hereby expressly reserves the right from time to time to designate by notice to Firm, a representative to act partially or wholly for TPWD in connection with the performance of TPWD's obligations hereunder. Firm shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.
- 10.2 **Authority to Act:** Firm 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 power and has received all necessary approvals to execute and deliver this Agreement; and (4) the individual executing this Agreement on behalf of Firm has been duly authorized to act for and bind Firm.
- 10.3 **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.
- 10.4 **Civil Rights:** Firm shall comply with all federal, state, and local laws, regulations, executive orders, ordinances and requirements and guidelines applicable to a Firm 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 Firm's compliance with all applicable State and federal laws and regulations. Without limiting the foregoing, Firm 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.

- 10.5 **Compliance:** The Firm 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.
- 10.6 **Extent of Agreement:** This Agreement supersedes all prior agreements, written or oral, between Firm 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 Firm.
- 10.7 **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.
- 10.8 **Non-Collusion:** The Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Firm, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or Firm 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 agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- 10.9 **Notices:** All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, or to such person or address as may be given in writing by either party to the other in accordance with the aforesaid. Any written notices required under this Agreement will be by hand delivery to Firm's office address specified on Page 1 of this Agreement or by U.S. Mail, certified, return receipt requested, and to TPWD, Attention: Infrastructure Division, 4200 Smith School Road, Austin, TX 78744. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.
- 10.10 **Proprietary Interests:** All information owned, possessed, or used by TPWD, which is communicated to, learned, developed, or otherwise acquired by Firm in the performance of services for TPWD, which is not generally known to the public, shall be confidential. Firm shall not, beginning on the date of first association or communication between TPWD 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 Firm's own benefit or the benefit of another, any such confidential information, unless required by law. Firm shall obtain assurances similar to those contained in this Subparagraph from persons, vendors, and consultants retained by Firm. Firm acknowledges and agrees that a breach by of the provisions hereof will cause TPWD irreparable injury and damage, 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.
- 10.11 **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.
- 10.12 **Successors and Assigns:** TPWD and Firm, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, permitted successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. This Agreement is a personal service agreement for the services of Firm, and Firm's interest

in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by TPWD.

ARTICLE 11 OTHER CONDITIONS OR SERVICES

TPWD and Firm hereby agree to the full performance of the covenants contained herein.

- 11.1 **Services:** Services are those services described in Article 1, for which compensation is provided in this Agreement.
- 11.2 **Cooperation:** All project managers, employees, and associated subcontractors shall cooperate with and assist each other, and all other Contractors and professionals retained by TPWD. Firm agrees to conduct all of its services under this Agreement by and through appropriate communications with TPWD's Designated Representative. No work, installation or other services shall be undertaken by Firm except with the prior written authorization of the TPWD. Firm understands and agrees that work, installation, or other service performed without the prior written authorization of the TPWD is work outside the scope of this Agreement and shall be performed exclusively at Firm's risk.

ARTICLE 12 INDEMNIFICATION AND LIABILITY:

- 12.1. **Acts or Omissions:** FIRM SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND 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 THE Firm OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE FIRM WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND FIRM MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. FIRM AND TPWD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- 12.2. **Infringements:**
- 14.2.1. Firm SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, TPWD, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD-PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF THE FIRM PURSUANT TO THIS AGREEMENT. FIRM AND TPWD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. FIRM SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY FIRM WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SURVEY FIRM MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.
- 12.2.2. Firm shall have no liability under this Section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Firm's written approval, (iii) any modifications made to the product by the Firm pursuant to TPWD's specific instructions, (iv) any intellectual property right owned by or licensed to TPWD, or (v) any use of the product or service by TPWD that is not in conformity with the terms of any applicable license agreement.

12.2.3. If Firm becomes aware of an actual or potential claim, or TPWD provides Firm with notice of an actual or potential claim, Firm may (or in the case of an injunction against TPWD, shall), at Firm’s sole option and expense; (i) procure for the TPWD the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that TPWD’s use is non-infringing.

12.3. Compensation/Unemployment Insurance – Including Indemnity:

12.3.1. FIRM AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS AGREEMENT, FIRM SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF FIRM’S AND FIRM’S EMPLOYEES’ TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS AGREEMENT. FIRM AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS’ COMPENSATION. TPWD AND/OR THE STATE SHALL NOT BE LIABLE TO THE FIRM, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS’ COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

12.3.2. FIRM AGREES TO INDEMNIFY AND HOLD HARMLESS TPWD, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, SURVEY FIRM, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS’ FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION IN ITS PERFORMANCE UNDER THIS AGREEMENT. FIRM SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SURVEY FIRM MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. FIRM AND TPWD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

ARTICLE 13 LIST OF PSA EXHIBITS

The following exhibits are fully incorporated into the Agreement by reference:

Exhibit A – Appraisal Services Firm’s Schedule of Applicable Rates

Exhibit B – Appraisal Services Firm’s Insurance Certificate

Exhibit C – Essential Clauses, Affirmations & Contract Requirements

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

(FIRM NAME)
(STREET ADDRESS)
(CITY, STATE, ZIP)

Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Appraisal Services Firm's Schedule of Applicable Rates
(to be inserted at award)

Exhibit B

Appraisal Services Firm's Insurance Certificate
(to be inserted at award)

ATTACHMENT 4 – ESSENTIAL CLAUSES, AFFIRMATIONS AND ADDITIONAL CONTRACT REQUIREMENTS

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ESSENTIAL CLAUSES, AFFIRMATIONS & ADDITIONAL CONTRACT REQUIREMENTS

INCORPORATED HEREIN BY REFERENCE AS EXHIBIT C OF THE PROFESSIONAL SERVICES AGREEMENT

OWNER CONTRACT CLAUSES

ANTIQUITIES

Appraisal Services Firm shall take precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological, or historical significance. No objects of this nature shall be disturbed without written permission of Owner and the Texas Historical Commission. When such objects are uncovered unexpectedly, the Appraisal Services Firm shall stop all Work in close proximity and notify the ODR and the Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities, as defined in Chapter 191, Texas Natural Resource Code, discovered on the Owner's property shall remain property of State of Texas, the Texas Historical Commission. It is determined by Owner, in consultation with the Texas Historical Commission that exploration or excavation of primitive records or antiquities on Project Site is necessary to avoid loss, Appraisal Services Firm shall cooperate in salvage work attendant to preservation.

DRUG-FREE WORKPLACE ACT OF 1988

Appraisal Services Firm acknowledges and agrees to comply with the applicable provisions of the Drug-Free Workplace Act of 1988 for Federally funded projects.

ENERGY POLICY AND CONSERVATION ACT

Appraisal Services Firm acknowledges and agrees to comply with the mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).

FEDERAL, STATE AND LOCAL REQUIREMENTS

Appraisal Services Firm shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Appraisal Services Firm is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation insurance coverage. Appraisal Services Firm shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Appraisal Services Firm or its employees for any Unemployment or Worker's Compensation coverage or federal or State withholding requirements. Appraisal Services Firm shall indemnify the State of Texas and shall pay all costs, penalties or losses resulting from Appraisal Services Firm's omission or breach of this Section.

FRANCHISE TAXES

Appraisal Services Firm certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Appraisal Services Firm is exempt from the payment of such taxes, or that the corporate Appraisal Services Firm is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.

IMMIGRATION REFORM

The Appraisal Services Firm represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) enacted on September 30, 1996.

NAME CHANGES AND SALES

If the Appraisal Services Firm changes its name or is sold to another entity, it must provide written notification to Owner. The Appraisal Services Firm, in its notice, shall describe the circumstances of the name change or sale, state its new name, provide the new Tax Identification Number, and describe how the change will impact its ability to perform the Contract. If the change entails personnel changes for personnel performing the responsibilities of the Contract for the Appraisal Services Firm, the Appraisal Services Firm shall identify the new personnel and provide resumes to Owner, if resumes were originally required by the Solicitation. Owner may request other information about the change and its impact on the Contract and the Appraisal Services Firm shall supply the requested information within five (5) working days of receipt of the request. Owner may terminate the Contract due to a sale of or change to the Appraisal Services Firm that materially alters the Appraisal Services Firm's ability to perform under the Contract. The Owner has the sole discretion to determine if termination is appropriate.

NO FINANCIAL INTEREST

By signature hereon, Appraisal Services Firm certifies that no member of the Texas Parks and Wildlife Commission, or the Executive Officers of Texas Parks and Wildlife Department or its component, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.

NON-DISCRIMINATION

Appraisal Services Firm acknowledges it is subject to Title VI of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color, national origin, age, and sex (in educational activities) or disability. Appraisal Services Firm shall ensure that this clause is included in all subcontracts.

PATENTS, TRADEMARKS OR COPYRIGHTS

Appraisal Services Firm agrees to defend and indemnify the Owner and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the Owner's or the State's use of any good or service provided by the Appraisal Services Firm as a result of this solicitation.

PROPOSAL ACCEPTANCE

Appraisal Services Firm agrees that when written notice of proposal acceptance is furnished by the Owner within sixty (60) calendar days after the bid opening date, the undersigned will, within the stipulated time, execute and deliver the contract and all required certificates of insurance, and Form 1295 to the Owner. Failure to timely provide the required documents shall be grounds for disqualification of proposal. In such circumstances, TPWD shall be authorized to proceed with award to the next highest ranked, responsive, and responsible Appraisal Services Firm.

RESERVATION OF RIGHTS

The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Program. The Owner 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. Owner 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.

STATE AND FEDERAL LABOR LAWS

Appraisal Services Firm acknowledges and agrees that it shall comply with all labor laws established by State and Federal statutes in accordance with Uniform General Conditions, Article 2.

TEXAS CONTRACT CLAUSES (Appendix 24, TPCMG, V. 3.0)

ANTITRUST AFFIRMATION, TEX GOVT CODE § 2155.005

Appraisal Services Firm represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither the Appraisal Services Firm, nor the firm, corporation, partnership, or institution represented by the Appraisal Services Firm, 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 bidder.

ASSIGNMENT, TEX GOVT CODE § 2262.056(B)

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

BUY TEXAS AFFIRMATION, TEX GOVT CODE § 2155.4441

In accordance with Section 2155.4441 of the Texas Government Code, Appraisal Services Firm agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

CHILD SUPPORT OBLIGATION AFFIRMATION, TEX FAM CODE § 231.006, 231.302

Under Section 231.006 of the Family Code, the Appraisal Services Firm certifies that the individual or business entity named in this proposal 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 in addition to other remedies set out in 231.006(f).

CONTRACTING INFORMATION RESPONSIBILITIES, TEX GOVT CODE § 552.372

Appraisal Services Firm represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Appraisal Services Firm agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Owner for the duration of the contract, (2) promptly provide to the Owner any contracting information related to the contract that is in the custody or possession of the Appraisal Services Firm on request of the Owner, and (3) on termination or expiration of the contract, either provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the Appraisal Services Firm or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Government Code, may apply to the contract and the Appraisal Services Firm agrees that the contract can be terminated if the Appraisal Services Firm knowingly or intentionally fails to comply with a requirement of that subchapter.

COVID-19 VACCINE PASSPORT PROHIBITION, TEX HEALTH & SAFETY CODE § 161.0085

Appraisal Services Firm certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Appraisal Services Firm's business. Appraisal Services Firm acknowledges that such a vaccine or recovery requirement would make Appraisal Services Firm ineligible for a state-funded contract.

CRITICAL INFRASTRUCTURE AFFIRMATION, TEX GOVT CODE § 2275.0102

Pursuant to Government Code Section 2275.0102, Appraisal Services Firm certifies that neither it nor its parent company, nor any affiliate of Appraisal Services Firm or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.

CYBERSECURITY TRAINING, TEX GOVT CODE § 2054.5192

Appraisal Services Firm represents and warrants that it will comply with the requirements of Government Code Section 2054.5192, relating to cybersecurity training and required verification of completion of the training program.

DATA MANAGEMENT AND SECURITY CONTROLS, TEX GOVT CODE § 2054.138

Appraisal Services Firm acknowledges and affirms it will comply with the security controls required under this contract for the authorized access, transmission, use, or storage of data for the Owner and will maintain records and periodically provide them to Owner as evidence of Appraisal Services Firm's compliance with the required controls.

DEALINGS WITH PUBLIC SERVANTS AFFIRMATION, TEX GOVT CODE § 572.051(A)(1), 2155.003, 34 TAC § 20.157

Pursuant to Section 2155.003 of the Texas Government Code, Appraisal Services Firm represents and warrants that it 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 contract.

DEBTS AND DELINQUENCIES AFFIRMATION, TEX GOVT CODE § 2252.903

Appraisal Services Firm agrees that any payments due under the contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

DISASTER RECOVERY PLAN, TEX GOVT CODE § 441.190, 13 TAC § 6.94(A)(9)

Upon request of Owner, Appraisal Services Firm shall provide the descriptions of its business continuity and disaster recovery plans.

DISCLOSURE OF PRIOR STATE EMPLOYMENT, TEX GOVT CODE § 2254.033

In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Appraisal Services Firm certifies that it does not employ an individual who has been employed by Agency or another agency at any time during the two years preceding the submission of the Proposal or, in the alternative, Appraisal Services Firm has disclosed in its Proposal the following: (i) the nature of the previous employment with Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

DISPUTE RESOLUTION, TEX GOVT CODE § 2260

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract. If the Appraisal Services Firm's claim for breach of Contract cannot be resolved informally with the Owner, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Appraisal Services Firm shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Appraisal Services Firm with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260. The contested case process provided in Chapter 2260 is the Appraisal Services Firm's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the Owner if the parties are unable to resolve their disputes as described above. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the Owner, the Appraisal Services Firm shall continue performance and shall not be excused from performance during the period any breach of contract claim or while the dispute is pending. However, the Appraisal Services Firm may suspend performance during the pendency of such claim or dispute if the Appraisal Services Firm has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

ENERGY COMPANY BOYCOTTS, TEX GOVT CODE § 2276.002

Appraisal Services Firm represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Appraisal Services Firm shall promptly notify Owner.

ENTITIES THAT BOYCOTT ISRAEL, TEX GOVT CODE § 2271.002

If Appraisal Services Firm is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, Appraisal Services Firm certifies that Appraisal Services Firm does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Appraisal Services Firm does not make that certification, Appraisal Services Firm must indicate that in its proposal and state why the certification is not required.

E-VERIFY PROGRAM, EXECUTIVE ORDER NO. RP-80, TEX. ATT'Y GEN. OP. NO. KP-70 (2016)

Appraisal Services Firm certifies that for contracts for services, Appraisal Services Firm shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of: 1. all persons employed by Appraisal Services Firm to perform duties within Texas; and 2. all persons, including subcontractors, assigned by Appraisal Services Firm to perform work pursuant the contract within the United States of America. Appraisal Services Firm shall provide, upon request of Owner, an electronic copy of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Appraisal Services Firm, and Appraisal Services Firm's subcontractors, as proof that this provision is being followed. If it is determined that Appraisal Services Firm has violated the certifications set forth in this Section, then (1) Appraisal Services Firm shall be in breach of contract, (2) TPWD shall have the option to terminate the contract for cause without prior notice, and (3) in addition to any other rights or remedies available to TPWD under the contract, Appraisal Services Firm shall be responsible for all costs incurred by TPWD to obtain substitute services to replace the terminated Contract.

EXCESS OBLIGATIONS PROHIBITED, TEX CONST ART III § 49A, TEX CONST ART VIII § 6

Any contract resulting from this solicitation is subject to termination or cancellation, without penalty to Owner, either in whole or in part, subject to the availability of state funds. Owner is a state Owner whose authority and appropriations are subject to actions of the Texas Legislature. If Owner becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either Owner's or Appraisal Services Firm's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, Owner will not be liable to Appraisal Services Firm for any damages, that are caused or associated with such termination, or cancellation, and Owner will not be required to give prior notice.

EXCLUDED PARTIES, EXECUTIVE ORDER NO. 13224

Appraisal Services Firm 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.

EXECUTIVE HEAD OF A STATE AGENCY AFFIRMATION, TEX GOVT CODE § 669.003

Under Section 669.003 of the *Texas Government Code*, Appraisal Services Firm certifies that it does not employ, or has disclosed its employment of, any former executive head of the Owner. Appraisal Services Firm must provide the following information in the proposal.

Name of Former Executive
 Position with Appraisal Services Firm
 Date of Employment with Appraisal Services Firm
 Name of State Owner
 Date of Separation from State Owner

FALSE STATEMENTS, TEX GOVT CODE § 2155.007(A)(2)

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

FINANCIAL PARTICIPATION PROHIBITED AFFIRMATION, TEX GOVT CODE § 2155.004

Pursuant to Section 2155.004(a) of the Texas Government Code, Appraisal Services Firm certifies that neither Appraisal Services Firm nor any person or entity represented by Appraisal Services Firm has received compensation from Owner to participate in the preparation of the specifications or solicitation on which this proposal or contract is based. Under §2155.004(b) of the Texas Government Code, Appraisal Services Firm certifies that the individual or business entity named in this proposal 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.

FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION, TEX GOVT CODE § 2274

Appraisal Services Firm verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Appraisal Services Firm shall promptly notify Owner.

FOREIGN TERRORIST ORGANIZATIONS, TEX GOVT CODE § 2252.152

Section 2252.152 of the Texas Government Code prohibits Owner from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Appraisal Services Firm certifies that it is not ineligible to receive the contract.

FORMER AGENCY EMPLOYEES, TEX GOVT CODE § 2252.901

Appraisal Services Firm represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the Agency during the twelve (12) month period immediately prior to the date of execution of the contract.

Furthermore, Appraisal Services Firm certifies that no relationship, whether by relative, business associate, or by any other such kinship exist between Appraisal Services Firm and an employee of Agency. All such disclosures will be subject to administrative review and approval prior to the Agency entering into any contract with Appraisal Services Firm.

GOVERNING LAW AND VENUE, TEX GOVT CODE § 2155.0012

The contract 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 contract 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.

HUMAN TRAFFICKING PROHIBITION, TEX GOVT CODE § 2155.0061

Under Section 2155.0061 of the Texas Government Code, the Appraisal Services Firm certifies that the individual or business entity named in this Proposal 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.

INDEMNIFICATION (GENERAL), TEX CONST ART VIII § 6

APPRAISAL SERVICES FIRM SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND OWNER, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVE, 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 APPRAISAL SERVICES FIRM 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 APPRAISAL SERVICES FIRM WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND APPRAISAL SERVICES FIRM MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. APPRAISAL SERVICES FIRM AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

NO CONFLICTS OF INTEREST, TEX GOVT CODE §§ 2252.908, 2254.032, 2261.252(B)

Appraisal Services Firm represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

PRIOR DISASTER RELIEF CONTRACT VIOLATION, TEX GOVT CODE §§ 2155.006, 2261.053

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Appraisal Services Firm certifies that the individual or business entity named in this proposal 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.

PUBLIC INFORMATION ACT, TEX GOVT CODE CHAPTER 552, TEX GOVT CODE § 2252.907

Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Appraisal Services Firm is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of information. If the Appraisal Services Firm believes that their response to this solicitation contains confidential information in those categories, the Appraisal Services Firm must specifically document this at the top or bottom of each page that contains the information the Appraisal Services Firm considers confidential. The Appraisal Services Firm'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 Appraisal Services Firm believes applies to this information, i.e., copyrighted, trade secret, proprietary, financial etc. A general disclaimer that the Appraisal Services Firm's response contains confidential information will not be sufficient to meet this requirement. If such documentation is not provided, TPWD will assume that all information provided in the response to this solicitation is disclosable under the Act.

SIGNATURE AUTHORITY, TEX GOVT CODE § 2155.0012

By submitting the Proposal, Appraisal Services Firm represents and warrants that the individual submitting this document and the documents made part of this Offer is authorized to sign such documents on behalf of the Appraisal Services Firm and to bind the Appraisal Services Firm under any contract that may result from the submission of this Proposal.

STATE AUDITOR'S RIGHT TO AUDIT, TEX GOVT CODE § 2262.154

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the 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, an 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.

SUSPENSION AND DEBARMENT, TEX GOVT CODE § 2155.077

Appraisal Services Firm certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

TERMS AND CONDITIONS ATTACHED TO RESPONSE, TEX GOVT CODE § 2155.0012

Any terms and conditions attached to the Proposal will not be considered unless specifically referred to in the Proposal. Any terms and conditions attached to a response will not be considered unless specifically referred to on this solicitation form and may result in disqualification of the response submission. If any respondent takes a 'blanket exception' to the entire solicitation or does not provide proposed alternative language, the Respondent's response may be disqualified from further consideration.

TEXAS BIDDER AFFIRMATION, TEX GOVT CODE § 2155.444(C)

Appraisal Services Firm certifies that if a Texas address is shown as the address of the Appraisal Services Firm on this Proposal, Appraisal Services Firm qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

TEXAS CONTRACT CLAUSES (Appendix 25, TPCMG, V. 3.0)**ABORTION PROVIDER AND AFFILIATE TRANSACTIONS PROHIBITED**

Appraisal Services Firm represents and warrants that the contract is not a taxpayer resource transaction prohibited by Section 2273.003 of the Texas Government Code and that payments made by Owner to Appraisal Services Firm and Appraisal Services Firm's receipt of appropriated funds under the contract are not prohibited by Article IX, Section 6.24 of the General Appropriations Act.

AGENCY'S RIGHT TO AUDIT

Appraisal Services Firm will make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by Appraisal Services Firm pertaining to the contract for purposes of inspecting, monitoring, auditing, or evaluating by Owner and the State of Texas. Appraisal Services Firm understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, Owner, or any successor agency, to conduct an audit or investigation in connection with those funds. Appraisal Services Firm further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the Appraisal Services Firm or any other entity or person directly under the contract or indirectly through a subcontract under the 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 Appraisal Services Firm 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. Appraisal Services Firm shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractor through Appraisal Services Firm and the requirement to cooperate is included in any subcontract it awards. Appraisal Services Firm shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract 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. Appraisal Services Firm shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Appraisal Services Firm shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the work of this Contract. Appraisal Services Firm and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Appraisal Services Firm must

retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by OWNER and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor. Appraisal Services Firm 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. Appraisal Services Firm's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize OWNER and the State of Texas to immediately assess appropriate damages for such failure.

AMERICANS WITH DISABILITIES ACT

Appraisal Services Firm represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.

BINDING EFFECT

The contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.

CHANGE IN LAW AND COMPLIANCE WITH LAWS

Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto and shall become effective on the date designated by such law or by regulation.

CIVIL RIGHTS

The Appraisal Services Firm agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. The Contract shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

DAMAGE TO GOVERNMENT PROPERTY

In the event of loss, destruction or damage to any Owner or State of Texas government-owned, leased, or occupied property and equipment by Appraisal Services Firm or Appraisal Services Firm's employees, agents, subcontractors, suppliers, including any delivery or cartage company, in connection with any performance pursuant to the contract, Appraisal Services Firm shall be liable to Owner and the State of Texas the full cost of repair, reconstruction, or replacement of the lost, destroyed or damaged property. Appraisal Services Firm shall notify the Owner in writing of any such damage within one (1) calendar day. Appraisal Services Firm is responsible for the removal of all debris resulting from work performed under the contract. Appraisal Services Firm will reimburse Owner and the State of Texas for such property damage within ten (10) calendar days after Appraisal Services Firm's receipt of Agency's notice of amount due.

DISCLOSURE OF INTERESTED PARTIES

Appraisal Services Firm represents and warrants that if selected for award of a contract as a result of the Solicitation, Appraisal Services Firm will submit to Owner a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code. Additional information can be found at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

DISCOUNTS

Notwithstanding any other provision to the contrary, all the benefits, pricing and any hourly rates granted by Respondent to Agency herein are at least as favorable as the benefits, pricing and hourly rates granted by Respondent to any previous client of Respondent for services and/or products similar to those provided hereunder. If Respondent enters into any subsequent agreement with any other client during the term of this contract which provides for benefits, pricing and/or hourly rates that are more favorable than those contained in this contract, Respondent shall notify Agency promptly of the existence of such more favorable benefits, pricing

and/or hourly rates and Agency shall have the right to receive the more favorable contractual terms immediately. If requested in writing by Agency, Respondent hereby agrees to amend this contract to contain the more favorable benefits, pricing and/or hourly rates.

EQUAL EMPLOYMENT OPPORTUNITY

Appraisal Services Firm represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

FEDERAL OCCUPATIONAL SAFETY AND HEALTH LAW

Appraisal Services Firm represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

FORCE MAJEURE

Neither Appraisal Services Firm nor Owner shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. The Owner may grant relief from performance of contract if the Appraisal Services Firm is prevented from performance by such an act. The burden of proof for the need of such relief shall rest upon the Appraisal Services Firm. To obtain release based on force majeure, the Appraisal Services Firm shall file a written request with the Owner.

IMMIGRATION

Appraisal Services Firm represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

INDEPENDENT CONTRACTOR

Appraisal Services Firm acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that Appraisal Services Firm, and its personnel are not employees of the Owner or the State of Texas. Neither Appraisal Services Firm nor Owner is an agent of the other and neither may make any commitments on the other party's behalf. Should Appraisal Services Firm subcontract any of the services required in the contract, Appraisal Services Firm expressly understands and acknowledges that in entering into such subcontract(s), Owner is in no manner liable to any subcontractor(s) of Appraisal Services Firm. In no event shall this provision relieve Appraisal Services Firm of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract. Appraisal Services Firm shall have no claim against Owner for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The contract shall not create any joint venture, partnership, agency, or employment relationship between Appraisal Services Firm and Owner.

LEGAL AND REGULATORY ACTIONS

Appraisal Services Firm represents and warrants that it is not aware of and has received no notice of any court or governmental Owner actions, proceedings or investigations, etc., pending or threatened against Appraisal Services Firm or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Appraisal Services Firm's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Owner's consideration of the Response. If Appraisal Services Firm is unable to make the preceding representation and warranty, then Appraisal Services Firm instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental Owner actions, proceedings or investigations, etc. that would or could impair Appraisal Services Firm's performance

under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Owner's consideration of the Response. In addition, Appraisal Services Firm represents and warrants that it shall notify Owner in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Owner shall constitute breach of contract and may result in immediate termination of the contract.

LIMITATION ON AUTHORITY

Appraisal Services Firm shall have no authority to act for or on behalf of Owner or the State of Texas except as expressly provided for in the contract; no other authority, power or use is granted or implied. Appraisal Services Firm may not incur any debt, obligation, expense, or liability of any kind on behalf of Owner or the State of Texas.

LOBBYING PROHIBITION

Appraisal Services Firm represents and warrants that Owner's payments to Appraisal Services Firm and Appraisal Services Firm's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

MEDIA RELEASES

Appraisal Services Firm shall not use Owner's name, logo, or other likeness in any press release, marketing material, or other announcement without Owner's prior written approval. Owner does not endorse any vendor, commodity, or service. Appraisal Services Firm is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response, or the services to which they relate without Owner's prior written consent, and then only in accordance with explicit written instructions from Owner.

NO FELONY CRIMINAL CONVICTIONS

Appraisal Services Firm represents that neither Appraisal Services Firm nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Appraisal Services Firm has fully advised Owner in writing of the facts and circumstances surrounding the convictions.

NO IMPLIED WAIVER

The failure of a Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.

NO QUANTITY GUARANTEED

The agreement is not exclusive to the Appraisal Services Firm. Owner may obtain products and related services from other sources during the term of the contract. Owner makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the contract.

NO THIRD-PARTY BENEFICIARIES

The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

PERMITS, CERTIFICATIONS, AND LICENSES

Appraisal Services Firm represents and warrants that it has determined what licenses, certifications and permits are required under the contract and has acquired all applicable licenses, certifications, and permits.

PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

PROPERTY RIGHTS

For purposes of the contract, the term "Work" is defined as all work papers, work products, materials, approaches, designs, specifications, systems, software, programs, source code, documentation methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under the contract. Owner and Appraisal Services Firm intend this agreement to be a contract for the services and each considers the Work and any and all documentation or other products and results of the services to be rendered by Appraisal Services Firm to be a work made for hire. Appraisal Services Firm and Appraisal Services Firm's employees will have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of Owner. Appraisal Services Firm acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of Owner. If for any reason the Work would not be considered a work-for-hire under applicable law, Appraisal Services Firm does hereby sell, assign, and transfer to Owner, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Appraisal Services Firm agrees to execute all papers and to perform such other property rights, as Owner may deem necessary to secure for Owner or its designee the rights herein assigned. In the event that Appraisal Services Firm has any rights in and to the Work that cannot be assigned to Owner, Appraisal Services Firm hereby grants to Owner an exclusive, worldwide, royalty-free, irrevocable, and perpetual license to directly and indirectly reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, such rights to make, have made, use, sell and offer for sale any products developed by practicing such rights, and to otherwise use such rights, with the right to sublicense such rights through multiple levels of sublicenses. No later than the first calendar day after the termination or expiration of the contract or upon Owner's request, Appraisal Services Firm shall deliver to Owner all completed, or partially completed, Work and any and all documentation or other products and results of the services. Failure to timely deliver such Work or any and all documentation or other products and results of the services will be considered a material breach of the contract. Appraisal Services Firm will not make or retain any copies of the Work or any and all documentation or other products and results of the services without the prior written consent of Owner.

RECORDS RETENTION

Appraisal Services Firm shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Appraisal Services Firm for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

REFUND

Appraisal Services Firm will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Owner which are not expressly authorized under the contract.

RESTRICTED EMPLOYMENT FOR CERTAIN STATE PERSONNEL

Pursuant to Section 572.069 of the Texas Government Code, Appraisal Services Firm certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for Owner involving Appraisal Services Firm within two (2) years after the date that the contract is signed, or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

SECURE ERASURE OF HARD DISK CAPABILITY

All equipment provided to Owner by Appraisal Services Firm that is equipped with hard disk drives (i.e., computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment's useful life or the end of the related services agreement for such equipment, in accordance with 1 TAC § Chapter 202.

SEVERABILITY

If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

SOVEREIGN IMMUNITY

The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the Owner or the State of Texas of any immunities from suit or from liability that the Owner or the State of Texas may have by operation of law. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the Owner or 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 Owner or the State of Texas under this Contract 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. The Owner does not waive any privileges, rights, defenses, or immunities available to the Owner by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

SUBCONTRACTORS

Appraisal Services Firm may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the Owner. Subcontracts, if any, entered into by the Appraisal Services Firm shall be in writing and be subject to the requirements of the contract. Should Appraisal Services Firm subcontract any of the services required in the contract, Appraisal Services Firm expressly understands and acknowledges that in entering into such subcontract(s), Owner is in no manner liable to any subcontractor(s) of Appraisal Services Firm. In no event shall this provision relieve Appraisal Services Firm of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

SURVIVAL

Expiration or termination of the contract for any reason does not release Appraisal Services Firm from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

TAXES

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Owner will furnish Tax Exemption Certificates upon request. Appraisal Services Firm represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Appraisal Services Firm or its employees. Owner shall not be liable for any taxes resulting from the contract.

TERMINATION FOR CONVENIENCE

Owner reserves the right to terminate the contract at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days' advance written notice, if Owner determines that such termination is in the best interest of the state. In the event of such a termination, Appraisal Services Firm must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. Owner shall be liable for payments limited only to the portion of work Owner authorized in writing and which Appraisal Services Firm has completed, delivered to Owner, and which has been accepted by Owner. All such work shall have been completed, in accordance with contract requirements, prior to the effective date of termination. Owner shall have no other liability, including no liability for any costs associated with the termination.

TRADEMARK LICENSE

Owner hereby grants to Appraisal Services Firm, for the term of the agreement, a limited non-exclusive, royalty-free, non-assignable, non-transferable license to reproduce Owner's trademark(s) on published materials in the United States related to the performance of the agreement, provided that such license is expressly conditional upon, and subject to, the following:

- (1) Appraisal Services Firm is in compliance with all provisions of the agreement;
- (2) Appraisal Services Firm's use of the trademarks is strictly in accordance with the quality standards and in conformance with the reproduction requirements as communicated by Owner;
- (3) Appraisal Services Firm takes no action to damage the goodwill associated with the trademarks, and refrains from any attempt to contest, attack, dispute, challenge, cancel and/or oppose Owner's right, title and interest in the trademarks or their validity;
- (4) Appraisal Services Firm makes no attempt to sublicense any rights under this trademark license; and
- (5) Appraisal Services Firm complies with any marking requests Owner may make in relation to the trademark(s), the Owner's logo and/or any equivalent thereof.

TRADEMARK OWNERSHIP

Appraisal Services Firm hereby acknowledges and agrees that the trademarks remain the exclusive property of Owner, that all right, title, and interest in and to the trademarks is exclusively held by Owner, and all goodwill associated with such trademarks inures solely to Owner.

UNFAIR BUSINESS PRACTICES

Appraisal Services Appraisal Services Firm represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Appraisal Services Appraisal Services Firm has not been found to be liable for such practices in such proceedings. Appraisal Services Appraisal Services Firm certifies that it has no officers who have served as officers of other entities who have been the subject of 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.

USE OF STATE PROPERTY

Appraisal Services Firm is prohibited from using State Property for any purpose other than performing Services authorized under the agreement. State Property includes, but is not limited to, Owner's office space, identification badges, Owner information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any Owner- issued software, and the Owner Virtual Private Network (VPN client)), and any other resources of Owner. Appraisal Services Firm shall not remove State Property from the continental United States. In addition, Appraisal Services Firm may not use any computing device to access Owner's network or e-mail while outside of the continental United States. Appraisal Services Firm shall not perform any maintenance services on State Property unless the agreement expressly authorizes such services. During the time that State Property is in the possession of Appraisal Services Firm, Appraisal Services Firm shall be responsible for (i) all repair and replacement charges incurred by Owner that are associated with loss of State Property or damage beyond normal wear and tear and (ii) all charges attributable to Appraisal Services Firm's use of State Property that exceeds the agreement scope. Appraisal Services Firm shall fully reimburse such charges to Owner within ten (10) calendar days of Appraisal Services Firm's receipt of Owner's notice of amount due. Use of State Property for a purpose not authorized by agreement shall constitute breach of agreement and may result in termination of the agreement and the pursuit of other remedies available to Owner under agreement, at law, or in equity.

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