

TEXAS PARKS AND WILDLIFE

Texas Parks and Wildlife Department
Purchasing and Contracting C-1
4200 Smith School Road
Austin, Texas 78744

REQUEST FOR QUALIFICATIONS

RFQ No. 802-24-46543

BLANKET CONTRACT FOR PSYCHOLOGICAL EXAM SERVICES FOR LAW ENFORCEMENT

NIGP Class/Items: 948-76, 948-74

RFQ Issue Date:	May 15, 2024
Questions Due:	May 21, 2024; 2:00 PM CT
RFQ Response Due Date:	June 5, 2024; 2:00 PM CT

Purchaser: Nicole Ernzen, CTCD
361-413-8984
Purchasing.BidBox@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 AND REQUIREMENTS

1. INTRODUCTION

Texas Parks and Wildlife Department (TPWD) is seeking Statements of Qualifications for selection of medical professionals interested in providing psychological examination services for TPWD Law Enforcement. The individual who is to perform the examination must be a psychologist licensed by the Texas State Board of Examiners of Psychologists or a psychiatrist licensed by the Texas Medical Board.

2. BACKGROUND

- 2.1. The psychological health of TPWD Law Enforcement Officers and Telecommunicators must be such that the individuals have the capacity to meet the psychological and emotional performance demands of the essential functions of the job. They must be able to perform essential duties efficiently and without hazard to themselves or to others.
- 2.2. TPWD Law Enforcement applicants must be examined by a TPWD designated psychologist licensed by the Texas State Board of Examiners of Psychologists or a psychiatrist licensed by the Texas Medical Board and be declared to be able to mentally perform the duties of a law enforcement officer prior to employment, as mandated by Texas Commission on Law Enforcement (TCOLE) Rule §217.
- 2.3. Currently employed TPWD Law Enforcement Officers and Telecommunicators must be examined by a TPWD designated psychologist licensed by the Texas State Board of Examiners of Psychologists or a psychiatrist licensed by the Texas Medical Board as it relates to fit-for-duty evaluations.

3. SOLICITATION METHOD AND INTENT

- 3.1. Selection of the most highly qualified professional services provider will be based upon demonstrated competence and detailed credentials. Any contract entered into shall be based on fair and reasonable pricing to perform the Services as required by Title 10, *Texas Government Code*, §2254, *et. seq.* and under authority of Texas Parks and Wildlife Code, Title 2, Chapter 11.
 - 3.1.1. This Request for Qualifications (“RFQ”) will result in the selection of the most highly qualified respondents for further consideration based on the criteria herein listed. This RFQ provides the information necessary to prepare and submit detailed qualifications for evaluation and final ranking by TPWD. Based on the final ranking and at TPWD’s sole discretion, TPWD will select the top-ranked respondents for further consideration.
 - 3.1.2. Only the most highly ranked respondents will be requested to participate in an oral presentation (if deemed necessary by the TPWD) with TPWD to further describe the qualifications submitted and answer additional pre-determined questions. Oral presentation and reference results will be the final determining factor in the TPWD’s ranking of respondents in order to determine most qualified respondent.

4. TYPE OF CONTRACT

- 4.1. TPWD intends to award multiple contracts for the services solicited herein. Blanket contract awarded shall be effective as of contract execution and shall terminate on August 31, 2027. TPWD, at its sole discretion, may renew any contract awarded pursuant to this solicitation for up to one (1) one (1) year term. Any contract resulting from this solicitation will be in the form of the TPWD’s Professional Service Agreement, reference Exhibit 12.2. The initial agreement will have no monetary value because of the undetermined nature of the need for services. The agreement is contingent upon the continued availability of funding. If funds become unavailable due to lack of appropriations, legislative budget cuts, amendment of the Appropriations act, state

agency considerations, or any other disruption of current appropriations, provisions of Article VI in the Professional Service Agreement shall apply.

- 4.2. After award of the contract(s), TPWD intends to utilize blanket contracts by geographical location of candidate and Contractor availability. Candidates and current officers are located throughout the state of Texas and it is TPWD's intent to award contracts in multiple regions across the state. TPWD does not guarantee to purchase any minimum quantity of service.

5. SCOPE OF WORK

Contractor shall provide medical services in accordance with the following specifications.

- 5.1. Contractor will provide psychological examination services to TPWD Law Enforcement Division and State Park Division new hire officers and telecommunicators, re-hire candidates and current employees as needed for a fitness-for-duty examinations. Services will be scheduled by TPWD Project Manager or designee on an as needed basis throughout the year. Refer to Section I, Subsection 6 for Texas Parks and Wildlife Law Enforcement Officer Psychological Requirements Information for Physicians.
- 5.2. Anticipated Service Dates
- 5.2.1. Contractor(s) will provide services for an estimated 80 new hire candidates for approximately three months during June – August each year of the contract. Services will be scheduled in advance and approved by TPWD.
- 5.2.2. Other services will be provided throughout the year on an as needed basis. This may be for re-hire officers, current officers, non-academy pre-licensed officers, fit-for-duty examination, and telecommunicators.
- 5.3. As specific services are required, TPWD will provide Contractor with a TPWD Functional Job Description (FJD) of candidate. Refer to *Attachment B Sample FJD*. Contractor will examine candidates and perform the following testing services as required by each FJD:
- 5.3.1. Review of a background investigation that includes a personal history questionnaire.
- 5.3.2. Conduct psychological evaluations commonly used to evaluate law enforcement officers or telecommunicators.
- 5.3.3. Conduct a clinical interview with the applicant.
- 5.3.4. Fit-for-duty evaluations: TPWD will provide the Contractor with all appropriate documents and available information at time of service.
- 5.3.5. Provide a psychological evaluation report with a summary of findings and any other reports required by the department or TCOLE.
- 5.4. Contractor will provide additional testing as required by the applicable FJD provided at the time of requested services on an as needed basis for law enforcement officers and telecommunicators.
- 5.5. After review of the background investigation, psychological evaluation examination and conducting an interview with applicant, Contractor will submit TCOLE Licensee Psychological and Emotional Health Declaration (L-3) and a Summary of Findings. Refer to *Attachment A Sample L-3*.
- 5.5.1. Contractor must provide hardcopy original documents with original signature to TPWD within two (2) weeks of exam services by mail or delivery to TPWD Game Warden Training Center, 4363 FM 1047, Hamilton, Texas 76531.
- 5.5.2. Contractor must provide a written assessment in a written digital/electronic format of the summary of results as required by TCOLE and state law.
- 5.6. Contractor will be expected to communicate and coordinate with TPWD Project Manager and Contract Manager.
- 5.7. Contractor shall have facilities located in Texas for ease of candidate and officer accessibility. The following locations in Texas are preferred: Travis or Williamson County, Dallas/Fort Worth Metroplex,

Greater Houston, Waco, Lubbock, and San Antonio. If Contractor has additional facilities outside of the listed areas, please include with Response.

6. TEXAS PARKS AND WILDLIFE LAW ENFORCEMENT OFFICER PSYCHOLOGICAL REQUIREMENTS INFORMATION FOR PHYSICIANS

6.1. Law Enforcement Officers

6.1.1. The physician's report, after examination, must conclude that the officer would be able to perform the duties listed below and that there are no psychological conditions present that would hinder this ability.

- a. Game Warden and SPPO are TCOLE state certified peace officers that enforce all state laws of Texas and some federal regulations.
- b. GW and SPPO work and partner with local, state, and federal agencies. It is a vital part of their role to coordinate with these agencies.
- c. GW and SPPO are an integral part of their community, and many times are asked to serve in different roles in their communities.
- d. GW and SPPO take the Community Oriented Policing Model approach in dealing with the general public, and their constituents.
- e. Game Wardens and SPPO provide public programs and youth programs to the community.
- f. GW and SPPO work border operations as a part of the Governors security initiatives.
- g. GW and SPPO officers patrol by land, air, and on water.
- h. Ability to work alone and independently and in situations where there is limited support from other law enforcement agencies.
- i. Ability to work long hours and respond to emergency assistance calls with little to no notice.
- j. Ability to work drownings and body recoveries where they are the primary responding agency.
- k. Ability to work natural disasters and in hazardous weather conditions.

6.1.2. Non-Desirable Psychiatric Disorders for Game Wardens, State Park Police Officers and Telecommunicators are as follows:

- a. Any disorder which affects normal perceptual judgment and safe and acceptable behavior or, if there is evidence of serious mental impairment, is generally disqualifying. Disorders that may be disqualifying include, but are not limited to, these examples:
 - i. Major Depression
 - ii. Panic Disorder and other anxiety disorders
 - iii. Schizophrenia and other psychotic disorders
 - iv. Personality disorders (Narcissistic, Antisocial, Paranoid, Schizoid)

6.1.3. The Law Enforcement Cadet training program is designed to test the ability to perform satisfactorily under extreme physical and mental stress including strict regimentation, long and varying hours, pressure, and confinement.

6.1.4. Additional requirements for candidates will be provided at the time of service with the current FJD.

6.2. Telecommunicators

Telecommunicators must be such that the individuals have the mental capacity to meet the emotional and physical performance demands of the essential functions of the job. They must be able to perform these essential duties efficiently and without hazard to themselves or others.

7. REQUIREMENTS FOR QUALIFICATIONS

7.1. **RESPONDENT INFORMATION**: Respondents must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this RFQ and to produce the specified products or services on time. In accordance with this requirement, Respondent shall provide the information requested from this

Section. **In addition to the information below, the Execution of Response shall be submitted with the Response. Incomplete Responses may be considered non-responsive and subject to rejection.**

7.1.1. **Company Narrative:** Provide a detailed narrative explaining why Respondent is qualified to provide the services enumerated in Section I, Subsection 5 above, focusing on its company's key strengths

7.1.2. **Company Profile:** Provide a company profile to include:

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

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

7.1.3. **Key Staffing Profile**

Respondent must provide a key staffing profile and résumés indicating the experience, particular subject areas of expertise, relevant certifications and licenses for staff that will be responsible for the performance of the services requested under this Solicitation, including their experience with similar programs within the last five (5) years and their number of years with the firm.

7.2. **STATEMENT OF QUALIFICATIONS (Thirty (30) points):** Respondents must meet the minimum qualifications listed below. Furthermore, responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected.

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

7.2.1. Shall be knowledgeable and familiar with Law Enforcement duties.

7.2.2. Shall have a minimum of five (5) years' experience working with Law Enforcement psychological exams. At the election of TPWD, individuals not possessing the preferred minimum qualifications may be eliminated from participation in the RFQ selection process.

7.2.3. Must have demonstrated experience providing psychological exams to law enforcement personnel and candidates similar to the type and scale as described herein.

7.3. **PERFORMANCE ON PAST PROJECTS AND REFERENCES (Thirty (30) points):**

7.3.1. **Past Project Information:** Provide a list of at least five (5) projects executed within the last five (5) years, and include the following information:

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

7.3.2. **References**

Respondent shall provide a minimum of three (3) non-TPWD references for projects of similar type and size performed within the last five (5) years. 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. Key staff assigned to the referenced project that will be designated for work under this Solicitation; and
- d. Client project manager name, telephone number, and e-mail address.

Respondents who do not provide accurate contact information 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.**

7.4. **RESPONDENT'S EXPERIENCE WITH THE TYPE OF PSYCHOLOGICAL EXAMINATION SERVICES INVOLVED (Forty (40) points):** Respondent must include in its Solicitation Response a list of areas of expertise and experience performing services.

- a. Experience with law enforcement psychological I exams.
- b. Knowledge of Law Enforcement officers' psychological requirements.
- c. Knowledge of telecommunicators psychological and emotional health requirements

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

8. SUBMISSION OF QUALIFICATIONS

8.1. Solicitation Responses must be received **NO LATER THAN 2:00PM CST, JUNE 5, 2024**. Responses may be submitted either hard copy or electronically.

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

REQUEST FOR QUALIFICATIONS
BLANKET CONTRACT FOR PSYCHOLOGICAL EXAM SERVICES FOR LAW ENFORCEMENT
 Responses shall be addressed to:
 Nicole Ernzen, Purchaser
Purchasing.Bidbox@tpwd.texas.gov
 Texas Parks and Wildlife Department
 4200 Smith School Road
 Austin, Texas 78744

- 8.2. Electronic Submittals: Respondent shall submit one Qualifications that includes all required attachments. **E-MAIL submittals are preferred for this solicitation.** Responses may be emailed to Purchasing.BidBox@tpwd.texas.gov.
- 8.3. Hard Copy Submittals: If submitting hard copy instead of by e-mail, Respondents shall submit one (1) Qualifications signed (marked Original). A signature is to be included on the cover letter. Submissions should be on 8 ½ x 11 inch paper and tab-indexed corresponding to the sections/exhibits listed below. (Plastic spine-bound or wire-bound submittals are highly discouraged.)
- 8.4. **Respondents are advised that Texas Parks and Wildlife Department's Headquarters Complex does not open until 8:00 A.M. Respondents should plan the delivery of their response accordingly.** Responses shall be well organized to clearly demonstrate that they meet or exceed the minimum requirements contained in this RFQ and shall specifically address the evaluation criteria set forth herein. They shall be tabbed and ordered to address the matters set forth in the RFQ Response Requirements, Subsection 7, in the order appearing in that section.
- 8.5. Responses received after the specified due date and time will be returned to the Respondent un-reviewed. **Note to Respondent: It is the security policy of TPWD Central Mail Receiving to open all packages delivered to the Agency unless they are clearly marked as a response to this RFQ.**
- 8.6. All responses shall become the property of the State of Texas after the deadline/opening date. Properly submitted Statements of Qualifications will not be returned to respondents.
- 8.7. If submitting response hard copy, Qualification materials must be enclosed in a sealed envelope (box or container) addressed to the Primary Point-of-Contact. **The exterior of the package must clearly identify the response deadline, the name and return address of the Respondent, and be identified as a Response to the RFQ 802-24-46543 Blanket Contract for Psychological Exam Services for Law Enforcement.**
- 8.8. **SINGLE POINT-OF-CONTACT:** The TPWD designates the following person as its representative and Single Point-of-Contact for this RFQ. Respondents shall restrict all contact with the TPWD and direct all questions regarding this RFQ, including questions regarding terms and conditions and technical specifications, to the Point-of-Contact.
- Nicole Ernzen, Purchaser**
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744
PHONE: 361/413-8984
E-MAIL: Purchasing.BidBox@tpwd.texas.gov
- 8.9. **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be posted as an addendum by TPWD on the Electronic State Business Daily (ESBD). It is the responsibility of all Respondents to check the ESBD for updates to the procurement and addenda prior to submitting a Response. All addenda issued by TPWD before the Qualifications are due, are considered part of the RFQ, and **Respondents shall, in its Execution of Response, acknowledge receipt of and incorporate each addendum in its response. RESPONDENT'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN REJECTION OF RESPONSE.**
- 8.9.1. Addendum may be issued by the Point-Of-Contact for this RFQ or via the Electronic State Business Daily (ESBD) web site of <http://www.txsmartbuy.com/esbd>.
- 8.9.2. Respondents shall consider only those clarifications and interpretations that TPWD issues by addendum. Interpretations or clarifications in any other form, including oral statements, will not be binding on the TPWD and should not be relied on in preparing responses to this RFQ.

8.9.3. All discrepancies, omissions or questions shall be communicated in writing. The TPWD requests that all questions be submitted by 2:00 P.M., to the attention of Nicole Ernzen at the address stated in Section I. Subsection 8.8 or via e-mail at Purchasing.BidBox@tpwd.texas.gov.

8.10. **PROHIBITED COMMUNICATIONS:** Upon issuance of this solicitation, TPWD, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representatives(s), except for the written inquiries described in Section I, Subsection 8.9. Attempts to ask questions by phone or in person will not be allowed or recognized as valid. **Failure to observe this restriction may disqualify Respondent.** Respondent shall rely only on written statements issued through or by TPWD’s contracting staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation.

9. EVALUATION OF QUALIFICATIONS

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

9.1.1. A Selection Committee chosen by TPWD will evaluate and score each response based on the following criteria and point values (Reference Section I, Subsection 7, Requirements for Qualifications):

Evaluation Criteria	Weight
Criteria 1: Statement of Qualifications	30
Criteria 2: Performance on past projects and references.	30
Criteria 3: Contractor experience with occupational psychological exams specific to Law Enforcement officer psychological requirements as outlined in this solicitation.	40
Subtotal	100
Oral Presentation (if deemed necessary by TPWD)	25
Total	125

9.1.2. **Respondents with the highest scores may be notified and scheduled to participate in an oral presentation (if deemed necessary by the TPWD) with the Selection Committee.** Additional information required to be provided during the presentation will be evaluated as part of the listed criteria.

9.1.3. **Respondents with the highest total scores and recommended for award will be notified to submit their Fee Schedule.** The TPWD and Successful Respondents shall enter into a Professional Services Agreement, reference Exhibit 12.2.

9.2. 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.

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

9.4. **TPWD’S RESERVATION OF RIGHTS:** The TPWD may evaluate the Qualifications based on the anticipated completion of all or any portion of a Project. The TPWD reserves the right to reject any and all Responses and

re-solicit for new, or to reject any and all Responses and temporarily or permanently abandon the Program. TPWD makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

- 9.5. **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Qualifications in response to this RFQ, Respondent accepts the evaluation process and acknowledges and accepts that determination of the “most qualified” firm(s) will require subjective judgments by the TPWD.
- 9.6. **NO REIMBURSEMENT FOR COSTS:** Respondent acknowledges and accepts that any costs incurred from the Respondent’s participation in this RFQ shall be the sole responsibility of the Respondent.
- 9.7. **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed business organizations may submit responses to this RFQ. (This does not preclude a Respondent from using consultants.) The TPWD will contract only with the individual firm or formal organization that submitted the Statement of Qualifications.
- 9.8. **HISTORICALLY UNDERUTILIZED BUSINESSES’ REQUIREMENTS:** **It is the policy of Texas Parks and Wildlife, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts.** In accordance with Chapter 2161 of the Texas Government Code and Title 34 of the Texas Administrative Code, state agencies must make good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for professional services. **TPWD has determined that subcontracting opportunities are NOT probable regarding this RFQ. Therefore, a HUB Subcontracting Plan (HSP) is NOT a required element of Qualifications.**

10. FORMAT FOR RESPONSES

10.1. GENERAL INSTRUCTIONS:

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

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

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

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

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

10.1.6. Responses shall consist of answers to questions identified in Section I, Subsection 7 of the RFQ. It is not necessary to repeat the question in the RFQ; however, it is essential to reference the question number with the corresponding answer.

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

- 10.2. **TABLE OF CONTENTS:** Responses shall include a “Table of Contents” and give page numbers for each part of the Response.

11. TERMS, CONDITIONS, AND EXPECTATIONS

11.1. GENERAL CONDITIONS:

11.1.1. **Amendment**

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

11.1.2. **Informalities**

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

11.1.3. **Rejection**

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

11.1.4. **Irregularities**

Any irregularities or lack of clarity in this solicitation should be brought to the attention of the point-of-contact listing in Section I, Subsection 8.8 as soon as possible so that corrective addenda may be furnished to prospective Respondents.

11.1.5. **Public Information Act**

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

TPWD will submit a request for an opinion from the Office of the Attorney General prior to disclosing any document designated as "Confidential". The Respondent shall then have the opportunity to assert its basis for non-disclosure to the Office of the Attorney General; however, it is the sole responsibility of the Respondent to monitor such proceedings and make timely filings. TPWD strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of proposal information. TPWD or its employees shall not in any way be liable or responsible for the disclosure of any such records, or any part thereof, if disclosure is required under the Public Information Act or otherwise by law.

11.1.6. **Contract Responsibility**

Respondent shall be solely responsible for the performance of all contractual obligations that may result from an award based on this solicitation. Respondent shall not be relieved of its obligations for any nonperformance by its subcontractors.

11.1.7. Public Disclosure

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

11.1.8. Remedies

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

11.1.9. Debriefing Requests

A written request for a debriefing shall be directed to TPWD’s “Single Point of Contact” identified in 8.8 of this RFQ; within thirty (30) calendar days following the date of award.

11.1.10. Protest

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

11.2. INSURANCE:

Contractor shall procure and maintain during the entire period of their performance under this contract the following minimum insurance.

Type of Insurance	Each Occurrence/Aggregate
Workers Compensation	Statutory
Employer’s Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$500,000 Ea. Accident \$500,000 Ea. Employee \$500,000 Policy Limit
Commercial General Liability General Aggregate Applies Per Project	\$500,000 Bodily Injury & Property Damage - Each Occurrence \$1,000,000 Aggregate Limit \$5,000 Medical Expense Each Person \$500,000 Personal Injury & Advertising Liability \$1,000,000 Products / Completed Operations Aggregate Limit
Professional Liability	\$1,000,000 Each Occurrence

Note: Workers’ Compensation is required by an “employer” which is defined as “a person who employs one or more employees.” If respondent has no employees, such insurance is not required. If respondent claims they have no employees, TPWD will require a statement to that fact.

11.2.1. Policy must contain an additional insured endorsement: *The State of Texas, acting through Texas Parks and Wildlife Department and its officers and employees, is listed as an additional insured and loss payee.*

11.2.2. Prior to the commencement of the job and not later than ten (10) days following award, the Contractor shall furnish to TPWD, for approval, a certificate of insurance as proof that the required insurance is in full force and effect.

The certificate of insurance shall be sent to: Nicole Ernzen / Purchasing & Contracting, Texas Parks & Wildlife Department, 4200 Smith School Road, Austin, Texas 78744; or may be faxed to 512-389-4677.

11.3. CONTRACT TERMS AND SOLICITATION ACCEPTANCE:

Exhibit 12.2, Sample Contract, is the standard contract used by TPWD for psychological exam services; please review the terms and conditions therein. TPWD reserves the right to negotiate final contract terms with any selected Respondent. The terms and conditions in Exhibit 12.2 are subject to change prior to the execution of any contract that may result from this solicitation.

Execution of Exhibit 12.1 of this solicitation, Execution of Response, shall constitute an agreement to all terms and conditions specified in this solicitation, including, but not limited to, Exhibit 12.2, Sample Contract, and all terms and conditions therein.

11.4. VENDOR PERFORMANCE REPORTING:

TPWD is required by rule to report vendor performance through the Vendor Performance Tracking System. Additional information on this system can be found on the Texas Comptroller of Public Accounts website through this link: <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>.

12. EXHIBITS TO THE RFQ

Execution of Response

Sample Contract – Professional Services Agreement for Psychological Exam Services for Law Enforcement

EXHIBIT 12.1**EXECUTION OF RESPONSE**

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

By signature hereon, Respondent certifies that:

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

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

Respondent represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither the bidder, nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the Federal antitrust laws, or (2) communicated directly or indirectly the contents of this bid to any competitor or any other person engaged in the same line of business as the respondent.

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

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

Pursuant to Texas Government Code, Title 10, Subchapter A, §2155.004(a), Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from TPWD to participate in the preparation of the specifications or solicitation on which this response or contract is based. Under §2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under Section 231.006(d) of the Texas Family Code, regarding child support, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code, must include in the Response

the names and social security numbers of each person with at least 25% ownership of the business entity submitting the Response.

Name	Social Security Number
Name	Social Security Number
Name	Social Security Number

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e) of the Texas Family Code.

Under Section 669.003 of the Texas Government Code, Bidder certifies that it does not employ, or has disclosed its employment of, any former executive head of the agency. Bidder must provide the following information in the bid.

Name of former Executive: _____

Name of State Agency: _____

Date of separation from State Agency: _____

Date of employment with Respondent: _____

Respondent agrees that any payments due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

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

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

Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a Response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Respondent or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Respondent

or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

Check below to claim a preference under 34 TAC Rule 20.38

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

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

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

RESPONDENT:

SIGNATURE (INK):

NAME (TYPED/PRINTED):

TITLE:

DATE:

FEDERAL EMPLOYER ID#:

TEXAS IDENTIFICATION #:

STREET ADDRESS

CITY/STATE/ZIP

PHONE (INCLUDE AREA CODE)

EMAIL ADDRESS

EXHIBIT 12.2

SAMPLE CONTRACT – PROFESSIONAL SERVICES AGREEMENT FOR BLANKET PSYCHOLOGICAL EXAM SERVICES FOR LAW ENFORCEMENT

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EXHIBIT 12.2 - DRAFT PROFESSIONAL SERVICES AGREEMENT

**TEXAS PARKS AND WILDLIFE DEPARTMENT
BLANKET PSYCHOLOGICAL EXAM SERVICES FOR LAW ENFORCEMENT AGREEMENT**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT, made this _____ day of _____ 2024, by and between the **TEXAS PARKS AND WILDLIFE**, 4200 Smith School Road, Austin, Texas 78744 hereinafter the "TPWD", and _____ hereinafter called the "Provider" located at _____.

I. RECITALS

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

WHEREAS, it is mutually agreed that Provider shall provide professional medical services as herein described for the Projects;

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

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

II. SERVICES

All medical services shall be performed by a psychologist licensed by the Texas State Board of Examiners of Psychologists or a psychiatrist licensed by the Texas Medical Board. TPWD and Provider agree Provider is an independent contract worker and not an agent of TPWD and Provider agrees to perform professional psychological exam services in connection with any Task Order as described below, and for having rendered such services, TPWD agrees to pay to Provider compensation as stated herein, subject to the terms and conditions hereof. Provider represents and warrants that it has and will maintain the qualifications, experience, personnel, and other resources to perform in the manner required by this Agreement.

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

III. ASSIGNMENTS

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

EXHIBIT 12.2 - DRAFT PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

Reporting Requirements

All reports must be in compliance with the Texas Commission on Law Enforcement Rule §217. Inquiries by TPWD must also be responded to within one (1) business day.

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

IV. COMPENSATION AND PAYMENT

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

Rates for Task Orders

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

The Provider shall be paid based on approved proposal rates expended pursuant to this Agreement. Rates and fees are set forth in ATTACHMENT A – SCHEDULE OF APPLICABLE RATES and shall remain firm

EXHIBIT 12.2 - DRAFT PROFESSIONAL SERVICES AGREEMENT

throughout the term of this Agreement. THE FOREGOING SCHEDULE OF FEES WILL BE USED TO ESTABLISH FIXED PRICES FOR SERVICES BY TASK ORDER.

Price Adjustments

A price escalation may be allowed upon renewal provided the vendor notifies TPWD Contracting Section, in writing. The price escalation shall correlate with the Consumer Price Index for All Urban Consumers (CPI-U). Baseline index shall be the index published the month of award. Prices may be adjusted for each renewal period in accordance with changes in index over the preceding term. Failure to comply with these instructions may be grounds for disallowance of a price escalation as allowed herein.

Price decreases will be allowed at any time. Contractor shall apply price decreases as soon as practicable following their determination. Any price reductions passed on to other customers shall be correspondingly offered at the same ratio to TPWD. Contractor's failure to promptly notify TPWD of such industry-wide price decreases may constitute a breach of contract and the contract may be canceled. TPWD reserves the right to award any canceled contract to the next lowest responsive respondent or re-bid, whichever is in TPWD's best interest.

VI. TERM AND TERMINATION

The term of this Agreement shall begin on the date of execution and continue through August 31, 2027. This Agreement is subject to renewal at the option of the TPWD for one (1) additional one (1) year extension.

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

Termination

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

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

A termination under this Article shall not relieve Provider or any of its employees of liability for violations of this Agreement, or any willful, negligent, or accidental act or omission of Provider. The provisions of this Article hereof shall survive the termination of this Agreement. In the event of a termination under this Article, Provider hereby consents to employment by TPWD of a substitute Provider to complete the services under this Agreement, with the substitute Provider having all rights and privileges of the original Provider of the Project.

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

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

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

VII. OWNERSHIP AND USE OF DOCUMENTS

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

VIII. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

EXHIBIT 12.2 - DRAFT PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

EXHIBIT 12.2 - DRAFT PROFESSIONAL SERVICES AGREEMENT

notified to the contrary.

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

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

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

Gratuities. Texas Parks and Wildlife Department policy mandates that employees of TPWD shall not accept any benefit; gift or favor from any person doing business with or who reasonably speaking may do business with the State under this contract. The only exceptions allowed are items that have received the advance written approval of the Executive Director of Texas Parks and Wildlife Department.

Any person doing business with or who reasonably speaking may do business with the State under this agreement may not make any offer of benefits, gifts or favors to department employees, except as mentioned above. Failure on the part of Provider to adhere to this policy may result in the termination of this agreement.

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

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

Deceptive Trade Practices; Unfair Business Practices. Provider represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com Code, Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit and that Provider has not been found to be liable for such practices in such proceedings. Provider certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

Dispute Resolution. Disputes arising under the contract shall be resolved in accordance with the dispute resolution process provided in Chapter 2260 of the Texas Government Code.

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

Federal, State and Local Requirements. Provider shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common

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law employees. Provider is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation insurance coverage. Provider shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Provider or its employees for any Unemployment or Worker's Compensation coverage or federal or State withholding requirements. Provider shall indemnify the State of Texas and shall pay all costs, penalties or losses resulting from Provider's omission or breach of this Section.

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

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

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

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

Compliance. Provider shall comply with all Federal, State and local laws, ordinances, statutes, and regulations pertaining to services provided hereunder and shall obtain such permits, licenses, or other authorization as may be required for their portion of the work.

Indemnification of TPWD. Provider covenants and agrees to **FULLY INDEMNIFY and HOLD HARMLESS**, TPWD and the elected officials, employees, officers, directors, volunteers and representatives of TPWD, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon TPWD directly or indirectly arising out of, resulting from or related to Provider's activities under this Agreement, including any acts or omissions of Provider, any agent, officer, director, representative, employee, consultant or the Subcontractor of Provider, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph does not apply to any liability resulting from the negligence of TPWD, officers or employees, separate Contractors or assigned contractors, in instances where such negligence causes personal injury, death or

EXHIBIT 12.2 - DRAFT PROFESSIONAL SERVICES AGREEMENT

property damage. **IN THE EVENT PROVIDER AND TPWD ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

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

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

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

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

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

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

Remedies. Neither TPWD's review, approval or acceptance of, nor payment for any of the services ordered under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, nor shall the same shift responsibility for Provider's work performed pursuant to this Agreement, and Provider shall be and remain liable to TPWD in accordance with applicable law, current as of the date of this Agreement, for all damages to TPWD caused by Provider's failure to perform any of the terms of this Agreement. The rights and remedies of TPWD provided for under this Agreement are in addition to any other rights and remedies provided by law.

Right to Audit. The Provider shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Agreement funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. The Provider shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. The Provider shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Project. The Provider and the Provider's Consultants shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Provider must retain all work and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing,

EXHIBIT 12.2 - DRAFT PROFESSIONAL SERVICES AGREEMENT

or evaluating by TPWD and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor. The Provider shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. The Provider's failure to comply with this Section shall constitute a material breach of this Agreement and shall authorize the TPWD and the State of Texas to immediately assess appropriate damages for such failure. The acceptance of funds by the Provider or any other entity or person directly under this Agreement, or indirectly through a subcontract under this Agreement, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. The Provider acknowledges and understands that the acceptance of funds under this Agreement shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. The Provider shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by Consultants through the Provider and the requirement to cooperate is included in any subcontract it awards.

Abortion Provider and Affiliate Transactions Prohibited. Respondent represents and warrants that the Contract is not a taxpayer resource transaction prohibited by Section 2272.003 of the Texas Government Code and that payments made by TPWD to Contractor and Contractor's receipt of appropriated funds under the Contract are not prohibited by Article IX, Section 6.25 of the General Appropriations Act.

Foreign Terrorist Organizations. Section 2252.152 of the Texas Government Code prohibits TPWD 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. Respondent certifies that it is not ineligible to receive the Contract.

Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.

Companies that Boycott Certain Energy Companies. Under Section 2274.002 of the Texas Government Code, by submitting the Response, Respondent certifies and warrants that it does not boycott energy companies; and will not boycott energy companies during the term of the Contract.

Discrimination Against Firearm or Ammunition Industries. Under Section 2274.002 of the Texas Government Code, by submitting the Response, Respondent certifies and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the Contract against said industries.

Agreements Related to Critical Infrastructure. Pursuant to Texas Government Code Section 2274.0102, TPWD may not enter into a Contract with a company (as defined by Texas Government Code Section 2274.0101(1)) that meets the criteria provided under Texas Government Code Sections 2274.0102 and 2274.0103. By signing this bid, Bidder certifies that it is not a company that meets the criteria provided under Texas Government Code Sections 2274.0102 and 2274.0103.

COVID-19 Vaccine Passport Prohibition. Under Section 161.0085 of the Texas Health and Safety Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract.

IX. NOTICES

All notices, demands and requests required in this Agreement (hereinafter referred to as "Notices") must be in writing and shall be deemed to have been properly delivered and received (i) three (3) business days after deposit in a regularly maintained receptacle for the United States Postal Service, certified mail, return receipt

EXHIBIT 12.2 - DRAFT PROFESSIONAL SERVICES AGREEMENT

requested with adequate postage prepaid; or (ii) one (1) business day after deposit with Federal Express or other comparable overnight delivery system for overnight delivery with all costs prepaid. All Notices hereunder shall be address as follows:

If to TPWD: Texas Parks and Wildlife Department
Attention: Game Warden Training Center
4363 FM 1047
Hamilton, TX 76531

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

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

X. ENTIRE AGREEMENT AND MODIFICATION

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

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

Attest:
(Corporate Seal)

Name
Address
City, State, Zip

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

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

13. ATTACHMENT A – SAMPLE L-3

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TEXAS COMMISSION ON LAW ENFORCEMENT

6330 E. Highway 290, STE 200, Austin, Texas 78723-1035

Phone: (512) 936-7700

<http://www.tcole.texas.gov>

LICENSEE PSYCHOLOGICAL AND EMOTIONAL HEALTH DECLARATION (L-3)
Commission Rule 217.01, 217.1, 217.7, 221.35

INDIVIDUAL INFORMATION

1. TCOLE PID	2. Last Name	3. First Name	4. M.I.	5. Suffix (Jr., etc.)
6. Home Mailing Address		7. City	8. State	9. Zip Code

Is this exam for a student enrolling in an academy? Yes No.

If yes, check one Peace Officer County Corrections Telecommunicators School Marshal

Attention Requesting Agency: State Law and Commission Rule require that this psychological examination be performed by a **licensed psychologist** or a **psychiatrist** except in an exceptional circumstance when, upon prior approval by the Commission, it may be performed by a qualified licensed physician. The Chief Administrator of the requesting agency must request prior approval in writing and must receive specific written approval before an examination under exceptional circumstances is acceptable.

APPOINTMENT (Do not check if student)

10. <input type="checkbox"/> Peace Officer	<input type="checkbox"/> Reserve Officer	<input type="checkbox"/> County Jailer	<input type="checkbox"/> Telecommunicator	<input type="checkbox"/> School Marshal
<input type="checkbox"/> Juvenile Probation Officer <input type="checkbox"/> Public Security Off.				

ACADEMY / DEPARTMENT INFORMATION

11. TCOLE Number	12. Agency/Academy Name	13. Mailing Address		
14. City	15. County	16. Zip Code	17. Phone Number	

Attention Examining Professional: State Law and Commission Rule require that this psychological examination be performed by a **licensed psychologist** or a **psychiatrist** except in an exceptional circumstance when, upon prior approval by the Commission, it may be performed by a qualified licensed physician. The agency must request prior approval in writing and must receive specific written approval before an examination under exceptional circumstances is acceptable.

STATEMENT OF EXAMINER: (Please check the appropriate box and provide the requested information)

I am a [] **Licensed Psychologist**, [] **Psychiatrist**, and I certify that I have completed a psychological examination of the above named individual pursuant to professionally recognized standards and methods. I have concluded that, on this date, the individual IS in satisfactory psychological and emotional health to perform the duties, accept the responsibilities and meet the qualifications established by the appointing agency.

Examiner: _____
Name (type or print) State License Number

Mailing Address: _____
Street City State Zip

Phone Number: _____ Date of Examination(s) _____

Signature _____ Date _____

THIS DECLARATION IS NOT PUBLIC INFORMATION AND IS VALID UNLESS WITHDRAWN OR INVALIDATED, AND IS VALID ONLY IF SIGNED BY A LICENSED PSYCHOLOGIST OR PHYSICIAN.

14. ATTACHMENT B – SAMPLE FUNCTIONAL JOB DESCRIPTIONS (FJD)

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TPWD

FUNCTIONAL JOB DESCRIPTION (FJD)

CURRENT POSITION (COMPLETED BY EMPLOYEE OR SUPERVISOR):	
Employee Name (If Applicable):	Employee Number (If Applicable):
State Classification Title and Number: Game Warden I-VI/9987	Functional/Working Title: Reinstated Game Warden
Salary Group: C03	Position Number (PN): 00026184
Division and Branch: Law Enforcement / Region 4 District 1	Immediate Supervisor Name, PN, and Salary Group: Maj. Jason Bussey / 00029166 / C08
Second line Supervisor, Name, PN and Salary Group:	PNs/Salary Groups of employees directly supervised:

For Reclassification Requests only	
REQUESTED POSITION (COMPLETED BY SUPERVISOR):	
State Classification Title and Number:	Functional/Working Title:
Salary Group:	New Position Number (PN):
New Division and Branch:	New Immediate Supervisor Name, PN, and Salary Group:
New Second line Supervisor, Name, PN and Salary Group:	PNs/Salary Groups of employees directly supervised:
RECOMMENDED POSITION (COMPLETED BY HR):	
State Classification Title and Number:	Functional/Working Title:
Salary Group:	

GENERAL DESCRIPTION:
<p>The general description should briefly state the purpose of the position in less than a paragraph and should not restate the functions.</p> <p>Under the direction of the District Supervisor, this position is responsible for performing s wildlife and natural resources enforcement work, with an emphasis on wildlife and natural resource conservation enforcement. Work involves providing field enforcement duties, information, and education to the public; conducting hunting and boating education safety programs; and promoting youth-oriented activities. Works under general supervision with moderate latitude for the use of initiative and independent judgment. Performs additional duties as assigned. Complies with all Agency, Division and Branch rules, regulations, and procedures.</p>

% of time	ESSENTIAL JOB FUNCTIONS: The list of essential job functions is not exhaustive and may be supplemented as necessary. A job function may be considered essential if the function is the basic reason the position exists. Generally, essential functions should take 5% or more of the employee's work time. List all essential functions below and provide an estimate of the percentage of time spent performing the function.
20	Enforces the Texas Penal Code and relevant federal statutes. Takes enforcement action when law violations are observed, reported or suspected. Serves warrants. Secures, searches and processes crime scenes for evidence and contraband. Secures and properly disposes of unlawfully taken aquatic and wildlife resources and other evidence or contraband.
20	Patrols land areas to identify hunting and other natural resource conservation violations. Patrols public waters to identify boating, commercial and sport fishing and water safety violations. Patrols land and public waters to identify homeland security issues.
15	Provides assistance to, and responds to calls from the general public. Assists local, state and federal law enforcement agencies.
10	Investigates hunting and boating accidents. Inspects cold storage facilities, fish houses, taxidermists and other private or commercial facilities that process aquatic or wildlife resources.
10	Conducts disaster and emergency response activities, including search and rescue operations and search and recovery operations.
10	Prepares and submits investigation reports, arrest and case reports, citations, dispositions, warrants and other records related to enforcement activities, programs and operations.
5	Presents information regarding violations and suspect information to local, state and federal prosecutors. Testifies in court, administrative hearings and other proceedings.
5	Conducts hunting, fishing, boating and other recreational activities targeting youth and novices to activities regulated by the Texas Parks and Wildlife Department. Provides information and education to the public regarding related laws, statues, regulations, proclamations and agency and division programs.

% of time	MARGINAL JOB FUNCTIONS: The list of marginal job functions is not exhaustive and may be supplemented as necessary. A job function may be considered marginal if the function is not the basic reason the position exists. List all marginal functions below and provide an estimate of the percentage of time spent performing the function.
5	Performs additional duties as assigned.
	Complies with all Agency, Division, and Branch rules, regulations, and procedures.

MINIMUM QUALIFICATIONS:

Education:

- Graduation from an accredited college or university with a Bachelor's degree.
- Graduation from the Texas Game Warden Training Academy.

Experience:

- Satisfactory service after graduation from the Game Warden Training Academy.
- Length of separation cannot be longer than the length of service. Meaning that a person that has one year of service will not be eligible to reinstate if their separation from the agency is greater than one year from the date of application.
- Game Warden I – one of year of commissioned service as a Game Warden;
- Game Warden II – four years of commissioned service as a Game Warden;
- Game Warden III – eight years of commissioned service as a Game Warden;
- Game Warden IV – twelve years of commission service as a Game Warden;
- Game Warden V – sixteen years of commission service as a Game Warden;
- Game Warden VI – twenty years of commission service as a Game Warden;

Licensure:

- Must possess a valid class "C" Texas driver's license.
- Must possess an active license as a peace officer by the Texas Commission on Law Enforcement (TCOLE).

- Previously held a commission as a Texas Game Warden by the Texas Parks and Wildlife Department.
- All TCOLE licensure requirements must be met as a condition of employment.
- NOTE: Retention of position contingent upon maintaining required licenses and certification.

ACCEPTABLE SUBSTITUTIONS:

Education:

Experience:

PREFERRED QUALIFICATIONS:

Education:

Experience:

Licensure:

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge, skills and abilities should directly support the essential job functions.

Knowledge of: (an understanding of facts or principles relating to a particular subject area)

- Knowledge of state and federal statutes and regulations related to wildlife and natural resource enforcement, the Texas Penal Code, the Texas Code of Criminal Procedure and TPWD policies and procedures;

Skill in: (the application of knowledge resulting from a development of basic abilities through formal training and practical experience)

- Skill in effective verbal and written communication;
- Skill in using MS Word, Excel and Outlook;
- Skill in preparing and completing all required agency and investigative reports;
- Skill in making independent, sound, timely decisions;
- Skill in effective interaction with staff at all levels of the department, other State agencies and organizations;

Ability to: (capacity in a general area that may be utilized to develop detailed, specific skills)

- Ability to use and care for firearms and other department-issued equipment;
- Ability to use radios and other electronic devices to detect and respond to law violations;
- Ability to operate land and water patrol vehicles;
- Ability to work under stressful conditions;
- Ability to testify in court or other proceedings;
- Ability to clearly communicate commands and instructions;
- Ability to present educational or information programs;
- Ability to maintain integrity in on and off-duty activities and conduct;
- Ability to effectively and appropriately use all levels on the force continuum;
- Ability to work independently with little or no supervision;
- Ability to work as a member of a team.

PHYSICAL DEMANDS OF ESSENTIAL JOB FUNCTIONS:

Please place either an "E" (Essential) or an "M" (Marginal) **only in areas that may apply**; not all areas must have an E or an M indicated.

E	Driving	E	Lifting
E	Carrying	E	Pushing/Pulling
E	Sitting	E	Grasping
E	Operating a personal computer	E	Seeing
E	Walking/Standing	E	Hearing
E	Bending/Squatting	E	Kneeling
E	Climbing	E	Verbal/Written Communication
M	Operating Heavy Machinery/Equipment	E	Manual tasks: Using scissors, stapler, hole punch, turning door knobs, etc.,

Other: (List and explain any additional requirements of the position NECESSARY to perform the position functions listed above). Please include extraordinary or extreme physical conditions one may encounter while performing this job.

- Required to work hours other than 8:00 a.m. to 5:00 p.m., with days off other than Saturdays, Sundays and holidays;
- Required to work overtime as necessary;
- Required to respond to emergency situations;
- Required to perform work outdoors, occasionally in adverse weather conditions;
- Required to stay awake for extended periods of time;
- Required to travel 20% with possible overnight stays;
- Required to operate a State vehicle;
- Non-smoking environment in State buildings and vehicles.

Travel:

Percentage of time spent on travel 20%

The information on this FJD accurately reflects the functions, responsibilities, and duties of this position.

Employee's Signature

Date

Supervisor's Signature (or designee)

Date

Electronic submission of this document to Human Resources will substitute for the signature if submitted by the Supervisor or Designee.

HUMAN RESOURCES USE ONLY

FLSA CODE:

Non-Exempt

EEO CODE:

Protective Service
Workers

HR REVIEW DATE:

07-13-2023

TPWD

Functional Job Description (FJD)

CURRENT POSITION (COMPLETED BY EMPLOYEE OR SUPERVISOR):	
Employee Name (If Applicable):	Employee Number (If Applicable):
State Classification Title and Number: State Park Police Officer I – VI / 9915	Functional/Working Title: State Park Police Officer
Salary Group: C 3 (Step 1-6)	Position Number (PN):
Division and Branch: State Parks/Law Enforcement	Immediate Supervisor Name, PN, and Salary Group: Captain, State Park Police
Second line Supervisor, Name, PN and Salary Group:	PNs/Salary Groups of employees directly supervised:

For Reclassification Requests only	
REQUESTED POSITION (COMPLETED BY SUPERVISOR):	
State Classification Title and Number:	Functional/Working Title:
Salary Group:	New Position Number (PN):
New Division and Branch:	New Immediate Supervisor Name, PN, and Salary Group:
New Second line Supervisor, Name, PN and Salary Group:	PNs/Salary Groups of employees directly supervised:
RECOMMENDED POSITION (COMPLETED BY HR):	
State Classification Title and Number:	Functional/Working Title:
Salary Group:	

GENERAL DESCRIPTION:
<p>The general description should briefly state the purpose of the position in less than a paragraph and should not restate the functions.</p>
<p>Under the direction of the State Park Police Captain, this position is responsible for the law enforcement operations, public safety, security, preservation, protection of Texas State Parks. Performs public safety and resource enforcement work in a state park and surrounding communities. Work involves providing field enforcement of criminal and general laws of the State of Texas, park rules, and regulations; resource protection; safety; and information and education to the public. Works under close supervision, with minimal latitude for the use of initiative and independent judgment. Provides professional law enforcement and public safety operational services duties as described: Enforcement of the Texas Penal Code and relevant provisions of other Texas Laws, Texas Parks & Wildlife Code, State Park Rules and Regulations and applicable Federal laws; Community oriented policing through education, community outreach and visitor relations; Citing, apprehending and arresting violators; Performs criminal and administrative investigations / manages caseloads - responsible for the preparation and submittal of law enforcement reports and investigations; Conducts search and rescue operations and develops and maintains emergency procedures; Public safety and emergency management response functions including working natural and man-made disasters; Homeland security operations including border protection, monuments, national & state historic land marks, public utilities / infrastructure, public water ways and land resources; Serve as a force multiplier to support law enforcement actions at other federal, state, and local law enforcement agencies when called upon or assigned. Responds to emergency situations and is on-call for service. Partners with and communicates law enforcement and public safety information to the park management team and other state park staff. Fosters professional partnerships</p>

with federal, state and local agencies and emergency service providers. Complies with all Agency, Division and Branch rules, regulations, procedures and general orders. Performs additional duties as assigned.

NOTE: State Park Police Officer Career Ladder advancement opportunities available dependent upon meeting qualifications. For more information regarding Career Ladder advancements, contact Hiring Supervisor or visit the State Parks Jobs Page at: <http://tpwd.texas.gov/state-parks/jobs/ppo/>

% of time	ESSENTIAL JOB FUNCTIONS: The list of essential job functions is not exhaustive and may be supplemented as necessary. A job function may be considered essential if the function is the basic reason the position exists. Generally, essential functions should take 5% or more of the employee's work time. List all essential functions below and provide an estimate of the percentage of time spent performing the function.
55	Patrols State Parks, Wildlife Management Areas and other public lands and water areas in and around state parks to identify State, federal law, and resource conservation violations. Enforces Texas Parks and Wildlife Code, State Park Rules and Regulations, Texas Penal Code, and relevant provisions of other Texas statutes and regulations. Enforces the Texas Penal Code and relevant federal statutes. Takes enforcement action when law violations are observed, reported or suspected. Presents information regarding violations and suspect information to local, state and federal prosecutors. Conducts criminal and administrative investigations, prepares complaints and cases for presentation in court, preserves and presents physical evidence, testifies in court, and reports disposition of case. Prepares, submits, and maintains reports of activities. Testifies in court, administrative hearings and other proceedings. Serves warrants. Maintains contact with adjacent landowners and the general public.
10	Provides public safety and emergency management functions, including working in response to natural disasters and in homeland security operations. Provides assistance to, and responds to calls from the public. Partners and assists local, state and federal law enforcement agencies. Works closely with state, local, and county law enforcement agencies.
10	Prepares and submits investigation reports, arrest and case reports, citations, dispositions, warrants and other records related to enforcement activities, programs and operations. Trains on issued weapons and equipment. Administers first aid in emergency situations as needed. Answers inquiries pertaining to legal, policy, or procedural information.
10	Conducts and assists with special events and activities targeting youth and novices to activities regulated by the Texas Parks and Wildlife Department. Provides information and education to the public regarding applicable statutes, regulations, and department programs. Provides information and education to the public regarding related laws, statues, regulations, proclamations and agency and division programs.
10	Plans and participates in safety programs. Maintains all equipment in proper condition and safeguards departmental equipment. May coordinate and direct specific law enforcement operations. Perform duties in planned or emergency park operational support such as maintenance, administration and interpretation.
5	Performs additional duties as assigned.
	Complies with all Agency, Division and Branch rules, regulations and procedures.

MINIMUM QUALIFICATIONS:

Education:

- Graduation from an accredited four-year college or university with a Bachelor's degree; with major coursework in criminal justice, corrections, criminology, police science, natural resources, or a related field is generally preferred.
- Graduation from the Texas Parks and Wildlife State Park Law Enforcement Academy or Texas Game Warden

Training Academy

- Experience and education may be substituted for one another.

Experience:

- **State Park Police Officer I:** (1) one year but less than (4) four years commissioned service as a TPWD Officer
- **State Park Police Officer II:** (4) Four years commissioned service as a TPWD Officer
- **State Park Police Officer III:** (8) Eight years commissioned service as a TPWD Officer
- **State Park Police Officer IV:** (12) Twelve years commissioned service as a TPWD Officer
- **State Park Police Officer V:** (16) Sixteen years commissioned service as a TPWD Officer
- **State Park Police Officer VI:** (20) Twenty years commissioned service as a TPWD Officer

Licensure:

- Must possess a valid class "C" Texas driver's license;
- Must possess a current license from Texas Commission on Law Enforcement (TCOLE);
- Commissioned as a TPWD State Park Police Officer.

NOTE: Retention of this position is contingent upon maintaining the required licenses.

ACCEPTABLE SUBSTITUTIONS:

Education: State Park Police Officers hired prior to September 2015 may substitute one additional year as a commissioned officer beyond the minimum requirement for thirty semester hours of the required education, with a maximum substitution of 120 semester hours.

Experience:

PREFERRED QUALIFICATIONS:

Education:

- Graduation from an accredited four-year college or university with a Bachelor's degree in Criminal Justice, Corrections, Criminology, Police Science, Natural Resources or closely related field is generally preferred.
- Graduation from the Texas Parks and Wildlife State Park Law Enforcement Academy or Game Warden Training Academy.
- Experience and education may be substituted for one another.

Experience:

Licensure:

- Must be licensed as a Texas peace officer by the Texas Commission on Law Enforcement
- Must possess a valid driver's license.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge, skills and abilities should directly support the essential job functions.

Knowledge of: (an understanding of facts or principles relating to a particular subject area)

- Knowledge of state and federal statutes and regulations pertaining to the enforcement of the Texas Penal Code and Code of Criminal Procedures, of the Texas Parks and Wildlife Code, and of department procedures and policies.
- Knowledge of park administration and operations;
- Knowledge of fiscal controls, revenue collected and accountability

- Knowledge of natural and cultural resource management and conservation principles;
- Knowledge of the Judicial process

Skill in: (the application of knowledge resulting from a development of basic abilities through formal training and practical experience)

- Skill in application of statutes, proclamations, regulations and policies related to the enforcement of all provisions of the Texas Penal Code, the Code of Criminal Procedure, the Texas Parks and Wildlife Code, Water Safety Act and Texas State Park Rules and Regulations.
- Skill in Patrol Tactics and Techniques.
- Skill in application of Department Policies and Procedures and State Park Police General Orders.
- Skill in effective verbal and written communication;
- Skill in using MS Word, Excel, PowerPoint and Outlook;
- Skill in preparing and completing all required agency reports and investigation;
- Skill in using office and law enforcement equipment;
- Skill in providing quality customer service in a courteous and professional manner;
- Skill in effective interaction with staff at all levels of the department and other State agencies and organizations;
- Skill in making independent, sound, timely decisions;
- Skill in First Aid, CPR, Search and Rescue (SAR) and emergency procedures;

Ability to: (capacity in a general area that may be utilized to develop detailed, specific skills)

- Ability to maintain flexibility and work with frequent interruptions and multiple changing priorities;
- Ability to uniformly and consistently interpret and enforce rules and regulations and state and federal laws in a fair and consistent manner;
- Ability to use and care for firearms, radio equipment, and other law enforcement equipment; to operate law enforcement vehicles and vessels; and to communicate effectively.
- Ability to conduct work activities in accordance with TPWD safety program;
- Ability to work under stressful conditions;
- Ability to work in potentially hazardous conditions related to law enforcement work activities.
- Ability to work independently with little or no supervision;
- Ability to work as member of a team;
- Ability to prepare and execute safety and emergency response programs and conduct accident/offense investigation/evaluations;
- Ability to testifying in court or other proceedings;
- Ability to present educational or information programs;
- Ability to handle complaints, emergencies, and large groups of people;
- Ability to work with diverse constituencies and populations;
- Ability to conduct patrols by vehicle, ATV, marine vessel, bicycle and foot;
- Ability to perform manual labor including, lifting supplies and materials up to 50 lbs.

PHYSICAL DEMANDS OF ESSENTIAL JOB FUNCTIONS:

Please place either an "E" (Essential) or an "M" (Marginal) **only in areas that may apply**; not all areas must have an E or an M indicated.

E	Driving	E	Lifting
E	Carrying	E	Pushing/Pulling
M	Sitting	E	Grasping
E	Operating a personal computer	E	Seeing
E	Walking/Standing	E	Hearing
E	Bending/Squatting	E	Kneeling
E	Climbing	E	Verbal/Written Communication
M	Operating Heavy Machinery/Equipment	E	Manual tasks: Using scissors, stapler, hole punch, turning door knobs, etc.,

Other: (List and explain any additional requirements of the position NECESSARY to perform the position functions listed above). Please include extraordinary or extreme physical conditions one may encounter while performing this job.

- Required to meet qualifications with Firearms and Law Enforcement equipment according to agency and TCOLE training requirements;
- Required to work 40 hours per week, includes various schedules with hours other than 8:00 a.m. to 5:00 p.m. and days off other than Saturdays, Sundays and holidays;
- Required to respond to emergency and on-call situations;
- Required to travel 10% with possible overnight stays;
- Required to operate a State vehicle;
- Required to perform manual labor including, lifting supplies and materials up to 50 lbs.;
- Required to perform work outdoors, occasionally in adverse weather conditions;
- Required to conduct patrols by vehicle, ATV, marine vessel, bicycle and foot;
- May work in and around natural outdoor pests such as insects, animals and poisonous plants;
- Must conform to TPWD dress and grooming standards, work rules and safety procedures;
- Non-smoking environment in State buildings and vehicles.

Travel:

Percentage of time spent on out of town travel 20 %

The information on this FJD accurately reflects the functions, responsibilities, and duties of this position.

Employee's Signature

Date

Supervisor's Signature (or designee)

Date

Electronic submission of this document to Human Resources will substitute for the signature if submitted by the Supervisor or Designee.

HUMAN RESOURCES USE ONLY

FLSA CODE:

Non-Exempt

EEO CODE:

Protective Service Workers

HR REVIEW DATE:

05-23-2016

FUNCTIONAL JOB DESCRIPTION (FJD)

CURRENT POSITION (COMPLETED BY EMPLOYEE OR SUPERVISOR):	
Employee Name (If Applicable):	Employee Number (If Applicable):
State Classification Title and Number: Police Communications Operator I/6095-6096-6097-6098-6099	Functional/Working Title: Police Communications Operator (PCO)
Salary Group: B13/B14/B15/B16/B18	Position Number (PN):
Division and Branch: Law Enforcement/Communications	Immediate Supervisor Name, PN, and Salary Group:
Second line Supervisor, Name, PN and Salary Group:	PNs/Salary Groups of employees directly supervised:

For Reclassification Requests only	
REQUESTED POSITION (COMPLETED BY SUPERVISOR):	
State Classification Title and Number:	Functional/Working Title:
Salary Group:	New Position Number (PN):
New Division and Branch:	New Immediate Supervisor Name, PN, and Salary Group:
New Second line Supervisor, Name, PN and Salary Group:	PNs/Salary Groups of employees directly supervised:
RECOMMENDED POSITION (COMPLETED BY HR):	
State Classification Title and Number:	Functional/Working Title:
Salary Group:	

GENERAL DESCRIPTION:
<p>The general description should briefly state the purpose of the position in less than a paragraph and should not restate the functions.</p> <p>Performs police and emergency management communications work as a licensed first responder. Under the direction of the Communications Supervisor, this position is responsible for performing and coordinating radio and telephone communications by following Standard Operational Procedures (SOP) to provide assistance to callers. Responding to high-risk incidents involving the safety of the public or law enforcement. Serves as the primary contact for agency officers, other state, federal and local law enforcement agencies requesting assistance, information, or coordination. May be responsible for functioning as the Unit's Project Liaison for areas of expertise and special projects. Performs additional duties as assigned. Complies with all Agency, Division and Branch rules, regulations and procedures.</p>

ESSENTIAL JOB FUNCTIONS:

The list of essential job functions is not exhaustive and may be supplemented as necessary. A job function may be considered essential if the function is the basic reason the position exists. Generally, essential functions should take 5% or more of the employee's work time. List all essential functions below and provide an estimate of the percentage of time spent performing the function.

% of time	Police Communications Operator I:
25	Transmits, receives, and relays official messages via voice radio and telecommunications systems to agency officers and other law enforcement agency officials.
25	Obtains and provides criminal activity reports, criminal, traffic and local warrants, driver's license and vehicle registration information, criminal records, public assistance, and the status of persons apprehended to law enforcement personnel and the general public.
20	Receives and answers inquiries from the general public regarding laws, department policies, procedures and concerns; and maintains a computer database for Communications Logs, Game Wardens, Park Police, Complaints, Operation Game Thief and Hazmat reports.
15	Provides interface communications between agency officers and other law enforcement agency officials and provides the communications link between field officers, field offices and headquarters during disasters and other serious incidents including homeland security; and monitors radio systems to provide communication links with other governmental entities.
10	Provides emergency assistance in incidents posing threats to the safety and well-being of law enforcement officers or the general public with guidance of a PCO II or above.
% of time	Police Communications Operator II:
30	Transmits, receives, and relays official messages via voice radio and telecommunications systems to agency officers and other law enforcement agency officials.
25	Obtains and provides criminal activity reports, criminal, traffic and local warrants, driver's license and vehicle registration information, criminal records, public assistance, and the status of persons apprehended to law enforcement personnel and the general public.
20	Receives and answers inquiries from the general public regarding laws, department policies, procedures and concerns; and maintains a computer database for Communications Logs, Game Wardens, Park Police, Complaints, Operation Game Thief and Hazmat reports.
10	Provides interface communications between agency officers and other law enforcement agency officials and provides the communications link between field officers, field offices and headquarters during disasters and other serious incidents including homeland security; monitors radio systems to provide communication links with other governmental entities.
10	Provides emergency assistance in incidents posing threats to the safety and well - being of law enforcement officers or the general public with guidance of a PCO II or above.
% of time	Police Communications Operator III:
20	Transmits, receives, and relays official messages via voice radio and telecommunications systems to agency officers and other law enforcement agency officials.
20	Obtains and provides criminal activity reports, criminal, traffic and local warrants, driver's license and vehicle registration information, criminal records, public assistance, and the status of persons apprehended to law enforcement personnel and the general public.
15	Coordinates special projects within communications center.
15	Receives and answers inquiries from the general public regarding laws, department policies, procedures and concerns and maintains a computer database for Communications Logs, Game Wardens, Park Police, Complaints, Operation Game Thief, Hazmat, Deer Purchase Permits (DPP) and Trap, Transfer & Transport (TTT) reports.

10	Provides interface communications between agency officers and other law enforcement agency officials and provides the communications link between field officers, field offices and headquarters during disasters and other serious incidents including homeland security; and monitors radio systems to provide communication links with other governmental entities.
5	Exercises sound judgment and makes independent decisions to provide emergency assistance in incidents posing threats to the safety and well - being of law enforcement officers or the general public.
5	Establishes and operates temporary communications command sites during special assignments and/or disaster deployments.
5	Updates and maintains the Texas Crime Information Center and National Crime Information Center databases by making entries, deletions, and confirmations regarding wanted persons, threats to peace officers, article, vehicle and weapons files.
% of time Police Communications Operator IV:	
20	Transmits, receives, and relays official messages via voice radio and telecommunications systems to agency officers and other law enforcement agency officials. Serves as the communications link during civil disturbances, and other serious incidents.
20	Obtains and provides criminal activity reports, criminal, traffic and local warrants, driver's license and vehicle registration information, criminal records, public assistance, and the status of persons apprehended to law enforcement personnel and the general public.
15	Coordinates special projects within communications center.
10	Receives and answers inquiries from the general public regarding laws, department policies, procedures and concerns and maintains a computer database for Communications Logs, Game Wardens, Park Police, Complaints, Operation Game Thief, Hazmat, Deer Purchase Permits (DPP) and Trap, Transfer & Transport (TTT) reports.
10	Provides interface communications between agency officers and other law enforcement agency officials and provides the communications link between field officers, field offices and headquarters during disasters and other serious incidents including homeland security; and monitors radio systems to provide communication links with other governmental entities.
5	Exercises sound judgment and makes independent decisions to provide emergency assistance in incidents posing threats to the safety and well-being of law enforcement officers or the general public.
5	Establishes and operates temporary communications command sites during special assignments and/or disaster deployments. Ensures close contact is maintained with field units, other law enforcement and other emergency service providers.
5	May supervise and/or review the work of others.
5	Updates and maintains the Texas Crime Information Center and National Crime Information Center databases by making entries, deletions, and confirmations regarding wanted persons, threats to peace officers, article, vehicle and weapons files.
% of time Police Communications Operator V:	
20	Transmits, receives, and relays official messages via voice radio and telecommunications systems to agency officers and other law enforcement agency officials. Serves as the communications link during civil disturbances, and other serious incidents.
20	Obtains and provides criminal activity reports, criminal, traffic and local warrants, driver's license and vehicle registration information, criminal records, public assistance, and the status of persons apprehended to law enforcement personnel and the general public.
15	Coordinates special projects within communications center.
10	Receives and answers inquiries from the general public regarding laws, department policies, procedures and concerns and monitors the maintenance of computer databases for Communications Logs, Game Wardens, Park Police, Complaints, Operation Game Thief, Hazmat, Deer Purchase Permits (DPP) and Trap, Transfer & Transport (TTT), and Central Warrant Repository (CWR) reports.

10	Coordinates communications between agency officers and other law enforcement agency officials and coordinates the communications link between field officers, field offices and headquarters during disasters and other serious incidents including incidents posing threats to state and national safety, homeland security; and monitors radio systems to provide communication links with other governmental entities.
5	Exercises sound judgment and makes independent decisions to provide emergency assistance in incidents posing threats to the safety and well-being of law enforcement officers or the general public.
5	Establishes, operates and monitors the temporary communications command sites during special assignments and/or disaster deployments. Coordinates the staff who are serving as the communications link during disasters. Ensures close contact is maintained with field units, other law enforcement and other emergency service providers.
5	May supervise and/or review the work of others.
5	Coordinates the updating and maintenance of the Texas Crime Information Center and National Crime Information Center databases and ensures that entries, deletions, and confirmations regarding wanted persons, threats to peace officers, article, vehicle and weapons files are made by appropriate staff.

MARGINAL JOB FUNCTIONS:

The list of marginal job functions is not exhaustive and may be supplemented as necessary. A job function may be considered marginal if the function is not the basic reason the position exists. List all marginal functions below and provide an estimate of the percentage of time spent performing the function.

% of time	Police Communications Operator I-V:
5	Performs additional duties as assigned.
	Complies with all Agency, Division and Branch rules, regulations and procedures.

MINIMUM QUALIFICATIONS: PCO I

Education:

- **PCO I-V:** Graduation from High School or GED.

Experience:

- **PCO I:** No experience required;
- **PCO II:**
 - One year experience as a Police Communications Operator I;
 - Experience in dispatch, telephone, police, and emergency management communications work;
- **PCO III:**
 - Three years experience as a Police Communications Operator, of which one (1) must have been as a Police Communications Operator II;
 - Experience in dispatch, telephone, police, and emergency management communications work.
- **PCO IV:**
 - Four years experience as a Police Communications Operator, of which one (1) must have been as a Police Communications Operator III.
- **PCO V:**
 - Eight years experience as a Police Communications Operator, of which four (4) must have been as a Police Communications Operator IV;
 - Experience in dispatch, telephone, and emergency management communications work.

Licensure – PCO I:

- Must possess a valid class “C” Texas driver’s license;
- Must possess or be able to obtain, within six months of employment, a Texas A&M Engineering Extension Service (TEEX) Basic Telecommunicators Course and Crisis Communications certification;

- Must possess or be able to obtain, within one year of employment, an approved Department of Public Safety (DPS) NLETS/TLETS Basic Procedures course and a TCIC/NCIC Full Access course;
- Must have completed or be able to successfully pass, within one year of employment, the Texas Commission on Law Enforcement (TCOLE) State Telecommunicators examination;
- Must possess or be able to obtain, within one year of employment, a Texas Commission on Law Enforcement (TCOLE) Telecommunicator License.

NOTE: Retention of position contingent upon passing examinations and obtaining and maintaining required licenses, certifications, and continuing education training. Must complete or have successfully completed/passed DPS/FBI Fingerprint return.

Licensure – PCO II:

- Must possess a valid class “C” driver’s license;
- Must possess or be able to obtain, within six months of employment, a Texas A&M Engineering Extension Service (TEEX) Basic Telecommunicators Course and Crisis Communications certification;
- Must possess or be able to obtain, within one year of employment, an approved Department of Public Safety (DPS) NLETS/TLETS Basic Procedures course and a TCIC/NCIC Full Access course;
- Must have completed or be able to successfully pass, within one year of employment, the Texas Commission on Law Enforcement (TCOLE) State Telecommunicators examination;
- Must possess or be able to obtain, within one year of employment, a Texas Commission on Law Enforcement (TCOLE) Telecommunicator License.

NOTE: Retention of position contingent upon passing examinations and obtaining and maintaining required licenses, certifications and continuing education training. Must complete or have successfully completed/passed DPS/FBI Fingerprint return. Must possess a valid Texas driver’s license prior to employment.

Licensure – PCO III:

- Must possess a valid class “C” driver’s license;
- Must possess a Texas Commission on Law Enforcement (TCOLE) Intermediate Telecommunicator Proficiency Certification (120 hours) or higher;
- Must possess or be able to obtain, within six months of employment, a Texas A&M Engineering Extension Service (TEEX) Basic Telecommunicators Course and Crisis Communications certification;
- Must possess or be able to obtain, within one year of employment, an approved Department of Public Safety (DPS) NLETS/TLETS Basic Procedures course and a TCIC/NCIC Full Access course;
- Must have completed or be able to successfully pass, within one year of employment, the Texas Commission on Law Enforcement (TCOLE) State Telecommunicators examination;
- Must possess or be able to obtain, within one year of employment, a Texas Commission on Law Enforcement (TCOLE) Telecommunicator License.

NOTE: Retention of position contingent upon passing examinations and obtaining and maintaining required licenses, certifications and continuing education training. Must complete or have successfully completed/passed DPS/FBI Fingerprint return.

Licensure – PCO IV:

- If driving is required, applicant must possess a valid State driver’s license;
- Must possess a Texas Commission on Law Enforcement (TCOLE) Advanced Telecommunicator Proficiency Certification (240 hours) or higher;
- Must possess or be able to obtain, within six months of employment, a Texas A&M Engineering Extension Service (TEEX) Basic Telecommunicators Course and Crisis Communications certification;
- Must possess or be able to obtain, within one year of employment, an approved Department of Public Safety (DPS) NLETS/TLETS Basic Procedures course and a TCIC/NCIC Full Access course;
- Must have completed or be able to successfully pass, within one year of employment, the Texas Commission on Law Enforcement (TCOLE) State Telecommunicators examination;
- Must possess or be able to obtain, within one year of employment, a Texas Commission on Law Enforcement (TCOLE) Telecommunicator License.

NOTE: Retention of position contingent upon passing examinations and obtaining and maintaining required licenses, certifications and continuing education training. Must complete or have successfully

completed/passed DPS/FBI Fingerprint return.

Licensure – PCO V:

- If driving is required, applicant must possess a valid State driver's license; Must possess a Texas Commission on Law Enforcement (TCOLE) Master Telecommunicator Proficiency Certification (500 hours);
- Must possess or be able to obtain, within six months of employment, a Texas A&M Engineering Extension Service (TEEX) Basic Telecommunicators Course and Crisis Communications certification;
- Must possess or be able to obtain, within one year of employment, an approved Department of Public Safety (DPS) NLETS/TLETS Basic Procedures course and a TCIC/NCIC Full Access course;
- Must have completed or be able to successfully pass, within one year of employment, the Texas Commission on Law Enforcement (TCOLE) State Telecommunicators examination;
- Must possess or be able to obtain, within one year of employment, a Texas Commission on Law Enforcement (TCOLE) Telecommunicator License.

NOTE: Retention of position contingent upon passing examinations and obtaining and maintaining required licenses, certifications and continuing education training. Must complete or have successfully completed/passed DPS/FBI Fingerprint return.

Geography:

- Must reside, or relocate to, within 50 air miles of duty station.

Citizenship:

- Must be a citizen of the United States.

Background:

- Applicants will be subjected to, and must successfully pass, a thorough and comprehensive background investigation. The applicant must be of good moral character and not have any of the following incidents in their criminal history:
 - a conviction for any Felony or Class A Misdemeanor offense at any time.
 - a conviction for any Class B Misdemeanor offense within 10 years prior to the date of application, which includes convictions for DWI (driving while intoxicated), DUID (driving under the influence of drugs) and BWI (boating while intoxicated) never have been convicted of any family violence offense currently on court-ordered community supervision, probation or parole for any criminal offense above the grade of Class C Misdemeanor.

Military Service:

- The applicant must not have been discharged from any military service under less than honorable conditions.

Drug Use:

- The applicant may have no current illegal drug use and will be or must have been subjected to and successfully passed a drug screening procedure.

Psychological Condition:

- The applicant must be or have been examined by a licensed psychologist and be declared to be in satisfactory psychological and emotional health prior to employment.

Physical Condition:

- The applicant must be or have been examined by a licensed physician and be declared to be able to physically perform the essential duties of the position prior to employment.

PREFERRED QUALIFICATIONS:

Experience:

- Experience as a Police Communication Operator.

Education:

- College coursework in Criminal Justice.

Licensure:

- Current Texas Commission on Law Enforcement (TCOLE) Telecommunicator license, DPS;
- TCIC/NCIC Full Access and Interpol Certifications;
- Basic Telecommunication Proficiency Certification.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge, skills and abilities should directly support the essential job functions

Knowledge of: (an understanding of facts or principles relating to a particular subject area)

PCO I:

- Knowledge of public safety communications rules and regulations pertaining to the operation of public safety communication equipment, and policies and procedures used in entering and retrieving appropriate information;
- Knowledge of Federal Communications Commission rules and regulations pertaining to the operation of public safety communications equipment;
- Knowledge of automated and manual information systems and of the procedures used in entering and retrieving information;
- Knowledge of local geography, such as roads, highways, cities, towns, terrain, and landmarks in the area of operation;

PCO II-III-IV: Knowledge of PCO I, Plus:

- Knowledge of Texas Parks and Wildlife Department (TPWD) communications equipment regulations;
- Considerable knowledge of local geography, especially the roads, highways, cities, towns, terrain and landmarks in the area of operation;

PCO V: Knowledge of PCO II-III-IV, Plus:

- Knowledge of local complex geography, such as roads, highways, cities, towns, terrain and landmarks in the area of operation;

Skill in: (the application of knowledge resulting from a development of basic abilities through formal training and practical experience)

PCO I:

- Skill in using MS Word, Excel, and Outlook;
- Skill in effective verbal and written communication;
- Skill in the operation of telecommunications equipment, computers, and office equipment;
- Skill in using standard office equipment;
- Skill in operating security equipment;
- Skill in providing quality customer service in a courteous and professional manner;

PCO II: Skill of PCO I, Plus:

- Skill in using TPWD BRITS, LEC, OGTS, TLC and other department related computer systems;

PCO III: Skill of PCO II, Plus:

- Skill in using TPWD Law Enforcement communications radio equipment;
- Skill in coordinating special projects within communication center;

PCO IV: Skill of PCO III, Plus:

- Skill in effective communication with various callers to obtain complete information to determine urgency and need for response;
- Skill in preparing reports, logs, and correspondence that accurately documents law enforcement communication using appropriate agency policies and procedures;

PCO V: Skill of PCO IV, Plus:

- Skill in the operation of telecommunications, computers and security equipment;

Ability to: (capacity in a general area that may be utilized to develop detailed, specific skills)

PCO I:

- Ability to handle crisis situations;
- Ability to maintain and prepare logs and reports;
- Ability to multi-task and adjust to changing priorities;
- Ability to comprehend and execute written and verbal instructions;
- Ability to operate automated and manual information systems;
- Ability to operate multi-channel, two-way radio systems and telephone/switchboard;
- Ability to work under stressful conditions;
- Ability to react to emergency situations while maintaining composure;
- Ability to maintain flexibility and work with frequent interruptions and multiple changing priorities;
- Ability to effectively use operations and reference manuals, maps and directories;
- Ability to work under close supervision, with minimal latitude for the use of initiative and independent judgment;
- Ability to conduct work activities in accordance with TPWD safety program.

PCO II: Ability of PCO I, Plus:

- Ability to prioritize calls, and to communicate effectively;
- Ability to adapt quickly to a variety of personalities and situations;
- Ability to tolerate and react to high stress situations and emergency situations while maintaining composure;
- Ability to work alone and independently on a regular basis;
- Ability to assist in training less tenured PCOs;
- Ability to analyze situations accurately, exercise proper judgment, establish priorities, and take appropriate action;
- Ability to determine caller's welfare from voice inflection and to anticipate need for assistance;
- Ability to effectively use operations and reference manuals, maps and directories;
- Ability to work under moderate supervision, with limited latitude for the use of initiative and independent judgment;

PCO III: Ability of PCO II, Plus:

- Ability to operate computer systems, speak clearly while performing multiple duties simultaneously;
- Ability to operate multi-channel, two-way radio systems and telephone/switchboard;
- Ability to effectively use operations and reference manuals, maps and directories;
- Ability to comprehend and process written and verbal directions;
- Ability to work under stressful conditions;
- Ability to maintain flexibility and work with frequent interruptions and multiple changing priorities;
- Ability to adapt quickly to a variety of personalities and situations;
- Ability to tolerate and react to high stress situations and emergency situations while maintaining composure;
- Ability to work alone and independently on a regular basis;
- Ability to assist in training less tenured staff;
- Ability to establish and operate temporary communications command sites during special

- assignments and/or disaster deployments;
- Ability to work under general supervision, with limited latitude for the use of initiative and independent judgement;

PCO IV: Ability of PCO III, Plus:

- Ability to coordinate and lead others during crisis situations;
- Ability to maintain and prepare logs and reports;
- Ability to multi-task and adjust to changing priorities;
- Ability to determine caller's welfare from voice inflection and to anticipate need for assistance;
- Ability to operate computer systems, speak clearly while performing multiple duties simultaneously;
- Ability to adapt quickly to a variety of personalities and situations;
- Ability to tolerate and react to high stress situations and emergency situations while maintaining composure;
- Ability to work alone and independently on a regular basis;
- Ability to work under general supervision, with moderate latitude for the use of initiative and independent judgment;

PCO V: Ability of PCO IV, Plus:

- Ability to work under limited supervision, with moderate latitude for the use of initiative and independent judgment.

PHYSICAL DEMANDS OF ESSENTIAL JOB FUNCTIONS:			
Please place either an "E" (Essential) or an "M" (Marginal) only in areas that may apply ; not all areas must have an E or an M indicated.			
M	Driving	M	Lifting
M	Carrying	M	Pushing/Pulling
E	Sitting	E	Grasping
E	Operating a personal computer	E	Seeing
M	Walking/Standing	E	Hearing
M	Bending/Squatting	M	Kneeling
M	Climbing	E	Verbal/Written Communication
	Operating Heavy Machinery/Equipment	E	Manual tasks: Using scissors, stapler, hole punch, turning doorknobs, etc.,

Other: (List and explain any additional requirements of the position NECESSARY to perform the position functions listed above). Please include extraordinary or extreme physical conditions one may encounter while performing this job.

- Must reside, or relocate to, within 50 air miles of duty station;
- Required to work 40 hours per week, with hours other than 8:00 a.m. to 5:00 p.m. and days off other than Saturdays, Sundays and holidays;
- Required to work on holidays, weekends and hours other than 8:00 a.m. to 5:00 p.m. as necessary;
- Required to work overtime as necessary;
- Required to adjust to changing schedules;
- Required to work a permanent or rotating shift;
- Required to perform independent shift work often without breaks;
- Required to respond to on-call situations;
- Required to perform work in a confined work environment;
- Must be able to work during inclement and sometimes hazardous weather conditions;
- Required to pass a national fingerprint-based background check to maintain employment;
- May be required to operate a State vehicle;
- Required to travel 10% with possible overnight stays;
- Must conform to TPWD dress and grooming standards, work rules and safety procedures;
- Non-smoking environment in State buildings and vehicles.

Travel:

Percentage of time spent on out-of-town travel 10 %

The information on this FJD accurately reflects the functions, responsibilities, and duties of this position.

Employee's Signature

Date

Supervisor's Signature (or designee)

Date

Electronic submission of this document to Human Resources will substitute for the signature.

HUMAN RESOURCES USE ONLY

FLSA CODE:

Non-Exempt

EEO CODE:

Administrative Support

HR REVIEW DATE:

12-13-2021 Final