



# **TEXAS GENERAL LAND OFFICE**

is

## **REQUESTING PROPOSALS**

For

### **RESEARCH, TESTING, AND DEVELOPMENT OF OIL DISCHARGE PREVENTION AND RESPONSE TECHNOLOGY AND TRAINING**

**Release Date: January 30, 2008**

**Deadline for Submission: March 15, 2008 @ 3:00 P.M. Central Time**

### **REQUEST FOR PROPOSALS NO. 81462 - HR**

The actual Solicitation document consists of 14 pages (not including attachments).

**A copy of this Solicitation may be obtained by either of the following methods:**

1. Retrieve this document from Electronic State Business Daily at: <http://esbd.cpa.state.tx.us/>. **YOU ARE RESPONSIBLE FOR CHECKING THE WEB SITE FOR ANY AMENDMENTS OR ADDENDA. PLEASE SEARCH UNDER AGENCY CODE 305 (TEXAS GENERAL LAND OFFICE).**
2. E-Mail us at [helen.ringer@glo.state.tx.us](mailto:helen.ringer@glo.state.tx.us) and request that a copy of the Solicitation be forwarded to you. Please include your company name, address, contact name, phone number, and fax number. We will automatically send you any amendments or changes to the Solicitation.

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## **ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY**

### **1.1 EXECUTIVE SUMMARY**

The Oil Spill Prevention and Response Division of the Texas General Land Office (the “GLO”) is requesting from state institutions of higher education proposals that further research, testing, and development of:

- oil discharge prevention and response technology,
- oil discharge response training,
- wildlife and natural resources rescue and rehabilitation,
- computer models to predict the movements and impacts of unauthorized discharges of oil, and
- other purposes consistent with and furtherance of the purposes of Chapter 40 of the Texas natural Resources Code.

The Oil Spill Prevention and Response Act (“OSPRA”) designated the GLO to serve as the lead state agency in preventing, and responding to, coastal and marine oil spills. This legislation placed numerous and varied responsibilities on the GLO, and created the Texas Coastal Protection Fund as the funding mechanism. One of the many responsibilities mandated by OSPRA is the formation of this research and development component in the GLO Oil Spill Prevention and Response Division. Section 40.302 of the Texas Natural Resources Code establishes the availability of \$1.25 million per fiscal year to be dedicated towards research and development activities. By interagency contract, the Commissioner of the GLO shall enter into agreements with state institutions of higher education. To the greatest extent possible, contracts shall be coordinated with studies being done by other state agencies, the federal government, or private industry to minimize duplication of efforts and to leverage Texas GLO funds. Additional information on the GLO, and its programs can be found at <http://www.glo.state.tx.us>.

### **1.2 DEFINITIONS**

“Affiliate” means any individual or entity that, directly or indirectly, is in control of, is controlled by, or is under common control with, Respondent. Respondent shall be deemed to control another entity if either possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, membership interests, by contract, or otherwise.

“GLO” means the General Land Office.

“HUB” means Historically Underutilized Business as defined by Chapter 2161 of the Texas Government Code.

“Provider” means the Respondent(s) awarded a contract under this Solicitation.

“Respondent” means the entity responding to this Solicitation.

“RFP” means Request for Proposals.

“Solicitation” means this RFP.

“[Solicitation Response](#)” means the Respondent’s entire response to this Solicitation, including all documents requested in Sections III and V.

“[State](#)” means the State of Texas and any state agency; the GLO or state agency identified in this Solicitation, its officers, employees, or authorized agents.

### **1.3 AUTHORITY**

The GLO is soliciting the services listed herein under Chapter 40 of the Texas Natural Resources Code.

## **ARTICLE II. SCOPE OF WORK**

### **2.1 SCOPE OF SERVICES REQUESTED**

This Solicitation is limited to Texas state institutions of higher education (the “Institution(s)”). To be eligible, Respondents must be accredited by the Commission on Colleges of the Southern Association of Colleges and Schools. Respondents may submit more than one proposal. There is no minimum or maximum amount that must be requested; however, the percentage of the total amount available that any one proposal consumes and the appropriateness of budgets will be considered in the evaluation process. Institutions desiring to submit consortium proposals should submit both a consolidated proposal that provides an overview of the entire project and specific proposal from each institution. Proposals should also include a summary budget (see [Attachment A](#) for a sample summary budget) of the project by institution and a separate budget page for each institution. Proposals should identify a lead investigator or project director who will assume management responsibility for the project. Collaborations are especially encouraged between research institutions, industry, and other governmental agencies. Collaborative proposals that provide external matching funds or other sources of revenue are also encouraged. The selected Respondent shall be bound to specific terms and conditions found in [Attachment B](#), the GLO’s sample general terms and conditions.

### **2.2 DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS**

The following subsections are intended to provide a general idea of areas that the GLO is interested in from a research and development perspective. This list should not be interpreted as the only areas in which proposals may be submitted. To the contrary, it is recognized that important scientific and technological discoveries may occur in pursuit of other subjects that would be of great benefit to oil spill response performance. It is the intent of the GLO to strongly encourage proposals regarding any concept or idea that would enhance oil spill prevention and response capabilities.

#### **2.2.1 Chemical Countermeasures**

Respondents should propose methods to develop more effective and less toxic chemical dispersant products and more efficient and effective application techniques. The following areas are of interest to the Texas GLO:

- Delivery of dispersant to oil
- Monitoring of dispersant process

Research is also needed to extend into an evaluation of other treatment chemicals, such as de-emulsifiers and other non-dispersant alternatives (e.g., elastocizers, herders, gelling agents, and surface washing agents). The following areas are of interest to the Texas GLO:

- Modeling the fate and degradation of dispersed oil and the constituents of other chemical countermeasures
- Effectiveness testing at laboratory, meso, and field scales
- Further development of sensor technology to enhance the SMART (Special Monitoring of Applied Response Technologies) protocol

### 2.2.2 Oil Spill Detection and Environmental Data Collection

Respondent shall propose research and development of more accurate and effective methods of obtaining "real time" or "near real time" remotely sensed data (from aircraft, satellite, or surface platforms). It is essential that technologies be developed that are capable of operations 24 hours a day in any weather. Remote sensing and in-situ capabilities that can determine the type of product in a spill, the thickness of a spill, and the movement of a spill are also priorities. Also included in this category are computer models that predict the movement and fate of surface and subsurface oil spills. The following are areas of interest:

- Development of airborne, satellite, shore- and ship-based remote sensing systems (e.g., radar, UV/IR, laser, etc.) to track the movement of spills and to detect shoreline impacts.
- Development of sensor technology to measure the magnitude of coastal eddies and dispersive transport using current velocity time series observation.
- Development of in-situ sensor technologies to determine the movement and fate of surface and subsurface oil spills as well as sea conditions for oil spill response operations.
- Development or improvement of fate and forecast models that assimilate near real time data from remote sensing (satellite, airborne, shore- and ship-based) and in-situ (drifters, current meters, wave gauges, etc.) sensors.

### 2.2.3 Preventive Technologies

Respondent should propose the development of technologies and procedures that minimize the likelihood of a spill occurring. Included in this category are technologies that reduce the volume spilled when an accident occurs. Such technologies should be simple to operate, in order to encourage their use. The following are example areas of interest:

- Training
- Warning systems for the early detection of leaks
- Improved oil handling systems
- Improved oil handling procedures (e.g. manning standards)
- Automatic shutdown devices
- Improvements to navigational safety

#### 2.2.4 Recovered Materials Management

A tremendous amount of waste can be generated during an oil spill response, such as oily liquids, oiled trash, oiled sorbents, solid waste, and sanitary waste. Respondents should propose methods to dispose of these wastes in an ecologically responsible manner that complies with federal and State regulations to protect air and water quality. The regulations controlling disposal continue to grow more restrictive, which dictates that more ecologically sensitive alternatives be developed. The following example areas are of interest to the Texas GLO:

Mechanical improvements that reduce waste or increase collection efficiency

- Improving the recovering efficiency and rates of existing skimmers
- Laboratory, test tanks, and field scale trials
- Waste management (recycling, re-use, minimization)
- Performance-based clean-up measures to minimize inadvertent collection of clean material
- Incineration technologies
- Methods to prevent or break oil/water emulsions

#### 2.2.5 In Situ Burning

In situ burning offers a great deal of promise in certain spill scenarios. As with many new technological ideas, there is a need for further research and evaluation of burning as a technology, as well as the chemistry of the emissions created by burning hydrocarbons at sea. The following areas are of interest to the Texas GLO:

- Understanding fire behavior (with oil burning) and the potential impact of burning oil on shoreline and marshland habitat,
- Recovery potentials,
- The ability to re-burn (months later)
- Preparation for conduct of burns (e.g. burn plans, ignition equipment, safety zones, special weather forecasting)
- Health effects from combustion products on humans and animals
- Guidance for state responders on use of in-situ burning

#### 2.2.6 Workshops

Respondent should also propose workshops (including literature review and analysis) on technology and knowledge transfer in the areas of end points for cleanup and best practices for response termination. These

workshops should also include a review and evaluation of past spills as to which termination endpoints were used, the current environmental status of oiled areas, and relative state of recovery. Respondents should also promote an ISB Practitioners Workshop - Outreach to state, federal and industry entities who have conducted insitu burns in the US and/or Canada. Chronicle and identify their success factors and lessons learned including conditions/obstacles, smoke management issues, and habitat recovery information.

#### 2.2.7 Grant Conditions

(a) Allowable Costs

All reasonable costs are allowable with the following expectations. Indirect costs may not exceed 15%. The indirect rate may be applied to labor, fringe benefits, travel, and other direct costs. Prior approval must be obtained from the GLO if a budget category change exceeds 10%. Supplies, materials, services, and equipment purchased with these funds are not subject to State Purchasing and General Services Commission authority. Funds for foreign travel will not be allowed except where such travel is clearly a part of the research.

(b) Individual Institutions Approval System

Each Selected Respondent shall have a system established in writing to ensure that appropriate officials provide the necessary organizational reviews and approvals for the expenditure of funds and for monitoring project performance and adherence to grant terms and conditions.

(c) Acknowledgement of Support

An acknowledgement of GLO Oil Spill R&D support must appear in any publication of any material based on this project in the following terms:

“This material is based totally or in part upon work supported by the Research and Development program of the Texas General Land Office Oil Spill Prevention and Response Division - under Grant No. \_\_\_\_.”

(d) Dissemination of Project Results

The Selected Respondent is expected to publish or otherwise make publicly available the results of work conducted under the grant. Publication in popular media as well as scholarly journals is expected. All manuscripts intended to be published in journals and all abstracts or summaries prepared for oral presentations based on the study must be submitted to the GLO Oil Spill Division for review and comment prior to submittal to the journal or conference authority. Two reprints of any publications should be sent to the GLO Oil Spill Division.

(e) Miscellaneous Restrictions

- An investigator may receive funding for more than one proposal dependent upon GLO evaluation committee recommendations.
- Awards will not be made for equipment alone, although equipment requests as a part of a total proposal will be considered.
- If the principal investigator or project director leaves the grantee institution or otherwise relinquishes active direction of the project, the institution must notify the GLO Oil Spill Division as soon as possible. Awards may not be transferred.

**2.3 CONTRACT AND TERM**

The GLO intends to award one or more indefinite quantity contracts for the services requested under this Solicitation. Total compensation under any contract awarded shall not exceed the amount of **ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$1,250,000.00)**. The GLO reserves the right to increase this amount if additional funds become available. Any contract resulting from this Solicitation shall be from contract execution until August 31, 2008 or the Project completion date, whichever is earlier. The GLO, at its own discretion, may extend any contract awarded pursuant to this Solicitation for up to two additional fiscal years, subject to terms and conditions mutually agreeable to both parties. If renewed, any renewal period shall begin on September 1 and end on August 31, always coinciding with the State's fiscal year.

**ARTICLE III. ADMINISTRATIVE INFORMATION**

**3.1 SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>DATE/TIME</b>
Issue Solicitation	January 30, 2008
Deadline for Submitting Questions	February 19, 2008@ 5:00 PM Central Time
<b>Deadline for submission of Solicitation Responses</b>	<b>MARCH 15, 2008 AT 3:00 PM Central Time</b>
Peer Reviews Due	April 30, 2008
PI Rebuttals Due	May 14, 2008
Funding Notice	June 1, 2008
Grant Dates	September 1, 2008 to August 31, 2010

**NOTE:** These dates represent a tentative schedule of events. The GLO reserves the right to modify these dates at any time upon notice posted on the Electronic State Business Daily (ESBD) website at: <http://esbd.cpa.state.tx.us/>. Please search under Agency Code 305.

## 3.2 INQUIRIES

### 3.2.1 Contact

All requests, questions, or other communications about this Solicitation shall be made in writing to the GLO's Oil Spill Prevention and Response Division, addressed to the person listed below.

Name	Helen Ringer
Title	Director of Procurement
Address	P.O. Box 12873
City, State, Zip	Austin, Texas 78711-2873
Phone	512.463.5246
Email	<a href="mailto:helen.ringer@glo.state.tx.us">helen.ringer@glo.state.tx.us</a>

### 3.2.2 Clarifications

The GLO will allow written requests for clarification of this Solicitation. Questions may be faxed or e-mailed to the point-of-contact listed in section 3.2.1 above. Respondents' names shall be removed from questions in the responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

Identifying Solicitation number  
Section number  
Paragraph number  
Page number  
Text of passage being questioned  
Question

**NOTE:** The deadline for submitting questions is noted in Section 3.1 above. Please provide company name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.

### 3.2.3 Responses

All accepted questions will result in written responses with copies posted to the ESBD at: <http://esbd.cpa.state.tx.us/>. If Respondent does not have Internet access, copies may be obtained through the point-of-contact listed

in Section 3.2.1 above. It is Respondent's responsibility to check the ESBD or contact the point-of-contact for updated responses.

### 3.3 SOLICITATION RESPONSE COMPOSITION

#### 3.3.1 Generally

Respondent shall submit an original Solicitation Response marked "ORIGINAL" and ten (10) copies. Failure to meet this condition may result in disqualification of the offer, and the Respondent shall receive no further consideration. Respondent shall prepare a Solicitation Response according to the requirements outlined below that clearly and concisely represents its qualifications and capabilities under this Solicitation. Proposals should be bound, or stapled in the upper left hand corner. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Respondent should focus on the instructions and requirements of the Solicitation. One copy of the proposal should be signed by the principal investigator(s) and an official authorized to sign for the institution.

#### 3.3.2 Specific Requirements

Each Solicitation Response should include the following information:

- (a) A summary budget that includes all information as outlined, at a minimum, on **Attachment A**.
- (b) A concise project summary page.
- (c) Current research funding on oil spill related projects including the following information:
  - Proposals pending, including renewal applications.
  - Proposals that are planned to be submitted in the near future.
- (d) Name of principal investigator and co-principal(s).
- (e) Description of the research. This section must be no longer than 3,000 words (double spaced lines) and should include the following subsections:
  - **Research objectives.** State the research objectives of the proposal and explain their importance. The objectives should be clearly stated in specific terms by which the success of the project can be measured. In addition, the objectives should be made visually distinct (e.g., indented, bold lettering) from the narrative. Describe the existing research and technology base that supports the proposed work. Explain the relationship between the work proposed under this application and other funded research projects managed by the investigator(s). Describe any other research already concluded in the project area. Detail how this project will compliment, or add to, existing knowledge. Proposals should clearly state how reaching research

objectives would benefit the GLO and the spill response community.

- **Research Personnel.** Succinctly describe the investigators who will work on the proposed project, their specific qualifications, and how they will be organized. Indicate whether this project will be staffed using currently employed personnel or whether personnel will be recruited and hired to work on this project.
  - **Methodology.** Provide details of experimental methods and procedures used to meet the stated objectives. Include enough information about methods and techniques to allow for evaluation of the merits of the proposal. Outline specific milestones and an itemized schedule (timeline) for the project through completion. In addition, describe the means (i.e., evaluation criteria) by which the GLO will know the project has accomplished its objectives.
  - **Deliverables.** State explicit deliverables to be outcomes of the proposed work. This may include manuscripts, reports, training materials, educational curricula, workshop planning and conduct, etc. Provide a concise statement of the proposed content and purpose of each deliverable.
  - **Institutional commitment and sources of additional support.** Delineate the plan for "leveraging " these funds by obtaining additional support from other public and private sources. If support by an industry collaborator is contemplated, describe the nature and amount of that support. Describe the institutional commitment to this specific project.
  - **Value Added.** If the project has "value added" possibilities outside oil spill prevention and response please provide a brief explanation of potential additional windfalls from this project.
  - **Budget justification.** Provide a brief justification of all major budget elements.
  - **Bibliography.** Cite relevant work that has been conducted in the area of the proposed project.
- (f) Submit resume(s) for each principal investigator (two page maximum). Include selected publications from the last five years. When listing publications, use the standard bibliographic style of listing the senior author first. Additional materials may be included as necessary. If a letter of transmittal is included with the proposal, it should not contain information that is necessary for the review process.
- (g) The Solicitation Response must include a project timeline that specifies when major activities will begin and objectives will be completed. If the timeline cannot be met, the GLO must be notified immediately. A quarterly report must be submitted. The

report should include completed tasks/milestones and plans for the upcoming quarter. Additionally, a more extensive annual report summarizing the project's progress and outlining plans for the upcoming year (or remainder of the project if less than one year) shall be submitted to the GLO Oil Spill Division every 12 months from the date of initiation through completion of the project. The annual report does not fulfill the requirement for the quarterly report for the fourth quarter. In the fourth quarter, both a quarterly report and an annual report will be submitted by the grant recipient. The format for these reports will be specified at the time the contract is initiated. Within 60 days of the expiration of the contract, the Selected Respondent must file two (2) copies of the final project report with the GLO Oil Spill Division. The report should contain a summary of progress to date, including the list of objectives that were met, publications of findings, presentations, and patents. It must also contain complete accounting information on the final disbursement of funds. At the end of the grant period, unexpended funds will revert to the Coastal Protection Fund.

Note: If the proposed research has been previously funded by another agency, please include the following information.

- Project title,
- total amount of award sought or received,
- person-months or percent of effort committed to this project, and
- location of the research.

### 3.3.3 Discrepancies

If discrepancies are found among copies of the Solicitation Response, the “ORIGINAL” will be the basis for resolving any discrepancies. If Respondent fails to designate an “ORIGINAL,” the GLO may reject the Solicitation Response. However, the GLO in its sole discretion may select a copy to be used as the original.

### 3.3.4 Solicitation Response Format

For ease of evaluation, the Solicitation Response shall be presented in a format that corresponds to, and references sections outlined within, this Solicitation and shall be presented in the same order. Responses to each section and subsection shall be labeled clearly to indicate the item being addressed. Exceptions to this will be considered during the evaluation process.

### 3.3.5 Page Limit and Supporting Documentation

Solicitation Responses should not exceed 20 pages in length, including appendices or attachments, and should be formatted as follows: 8 ½” x 11” paper, 12-pitch font size, and single-sided. If complete responses cannot be provided without referencing supporting documentation, such

documentation must be provided with the Solicitation Response, with specific references made to the tab, page, section, and/or paragraph where the supporting information can be found.

**3.4 SOLICITATION RESPONSE SUBMISSION AND DELIVERY**

3.4.1 Deadline

**Solicitation Responses must be received at the address in Section 3.4.3 and time-stamped no later than as specified in Section 3.1.** Respondents may submit their Solicitation Responses any time prior to that deadline.

**NOTE:** **A US Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing stamped by the USPS; a dated shipping label, invoice, or receipt from a commercial carrier; or any other documentation in lieu of the on-site time stamp WILL NOT be accepted.**

3.4.2 Labeling

Solicitation Responses shall be placed in a sealed envelope or box and clearly labeled as follows:

**REQUEST FOR PROPOSAL NO:** **81462-HR**  
**PROPOSAL OPENING DATE:** **March 15, 2008**  
**FOR:** Research, testing, and development of oil discharge prevention and response technology and training

The GLO will not be held responsible for Solicitation Response envelopes mishandled as a result of being improperly prepared. It is Respondent’s responsibility to mark appropriately and deliver the Solicitation Response to the GLO by the specified date and time.

3.4.3 Delivery

Respondent must deliver Solicitation Responses by one of the methods below. Facsimile or telephone Proposals will NOT be considered.

<b>U.S. Postal Service</b>	<b>Overnight/Express Mail</b>	<b>Hand Delivery</b>
Texas General Land Office P.O. Box 12873 Austin, Texas 78711-2873	Texas General Land Office 1700 North Congress Ave. Stephen F, Austin Bldg., Procurement Division Austin, Texas 78701 512.463.5246 Attn: Helen Ringer	Texas General Land Office 1700 North Congress Ave. Stephen F, Austin Bldg., Oil Spill Prevention and Response Division Austin, Texas 78701

**ARTICLE IV. SOLICITATION RESPONSE EVALUATION AND AWARD  
PROCESS**

**4.1 Evaluation Criteria**

Proposals will be evaluated by an external peer review process and an internal review by the Texas GLO Research and Development Evaluation Committee. The General Land Office R&D Evaluation Committee will recommend proposals for funding to the Commissioner of the Texas General Land Office.

**4.1.1 Specific Criteria**

The following criteria will be used to evaluate proposals:

- Scientific merit and soundness of proposal. The degree to which anticipated results are estimated to benefit GO and the spill response community.
- Clear and useful milestones and deliverables
- Management steps to ensure merit of deliverables and maintenance of proposed schedules
- Will the proposal increase the capability, or improve the knowledge and technology, necessary to prevent, respond, and clean up spills of crude oil and petroleum products in coastal, offshore environments, marine shorelines, estuarine waters, and marshes
- Capability and qualifications of investigator(s)
- Adequacy of resources and institutional commitment
- Deliverables must be clearly defined. GLO seeks to support research and development activities that recognize that communication of results to peers and the broader spill response community is key. Publication of manuscripts in peer-reviewed journals and proceedings is encouraged.
- Participation in, or initiation of, technology transfer activities is encouraged.

**ARTICLE V. REQUIRED RESPONDENT INFORMATION**

**5.1 MAJOR SUBCONTRACTOR INFORMATION**

In addition to the requirements of Article II, Respondent must identify any major subcontractors whom Respondent intends to utilize in performing fifteen percent (15%) or more of any project. Respondent must indicate whether or not Respondent holds any financial interest in any major subcontractor. It may be required as a condition of award that an authorized officer or agent of each proposed major subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, Respondent's obligations under any contract awarded pursuant to this Solicitation.

**NOTE:** Respondent will not be prohibited from proposing subcontracting or outsourcing arrangements for the services required under this Solicitation. However, Respondents that demonstrate the ability to perform services in-house or under Affiliate arrangements will be given preferential consideration.

## 5.2 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.

## **ARTICLE VI. TERMS, CONDITIONS AND EXCEPTIONS**

### 6.1 GENERAL CONDITIONS

- (i) **Amendment.** The GLO 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 the GLO.
- (ii) **Informalities.** The GLO reserves the right to waive minor informalities and irregularities in any Solicitation Response received.
- (iii) **Rejection.** The GLO reserves the right to reject any or all Solicitation Responses received prior to contract award.
- (iv) **Irregularities.** Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the point-of-contact listed in Section 3.2.1 as soon as possible, so that corrective addenda may be furnished to prospective Respondents.
- (v) **Offer Period.** Solicitation Responses shall be binding for a period of 120 days after they are opened. Respondents may extend the time for which their Solicitation Response will be honored. Upon contract execution, prices agreed upon by the Respondent(s) are an irrevocable offer for the term of the contract and any contract extension(s). No other costs, rates, or fees shall be payable to the Respondent unless expressly agreed upon in writing by the GLO.
- (vi) **Open Records.** The original copy of each Solicitation Response shall be retained in the official files of the agency and will become public record after the award of all contracts pursuant to this solicitation, unless the Solicitation Response or specific parts of the Solicitation Response can be shown to be exempt by law. Respondent may clearly label individual documents as a "trade secret" provided that Respondent thereby agrees to indemnify and defend the GLO for honoring such a designation. The failure of Respondent to properly label such documents shall constitute a complete waiver of any and all claims for damages caused by the GLO's release of these records. If a public record request for a labeled document is received by the GLO, the GLO will notify Respondent of the request.

- (vii) **Contract Responsibility.** The GLO will look solely to Respondent 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.
- (viii) **Public Disclosure.** Respondent will not advertise that it is doing business with the GLO or use a contract resulting from this Solicitation as a marketing or sales tool without prior written consent of the GLO. Furthermore, Respondent may not distribute or disclose this Solicitation to any other vendors or companies without permission from the GLO.

**ATTACHMENT A: BUDGET**

Title of Proposal  
Budget Year

A. Salaries

1. Principal Investigator
2. Graduate Assistants
3. Undergraduate Assistants
4. Fringe benefits for employees

B. Travel

C. Equipment

D. Supplies (e.g. beakers, test tubes, film, etc.)

E. Other expenses

TOTAL DIRECT COSTS

INDIRECT COSTS

TOTAL PROJECT COSTS

TOTAL FUNDING REQUESTED FROM GLO

**ATTACHMENT B: SAMPLE GENERAL TERMS AND CONDITIONS**



**INTERAGENCY COOPERATION CONTRACT**  
**GLO CONTRACT NO. \*\*\***

This Interagency Cooperation Contract (the “Contract”) is entered into by and between the **GENERAL LAND OFFICE** (the “GLO”) and \*\*\* (“Provider”), pursuant to the authority granted by, and in compliance with, the provisions of "The Interagency Cooperation Act," Chapter 791 of the Texas Government Code.

**I. STATEMENT OF WORK TO BE PERFORMED**

**1.01 PROJECT**

In strict conformance with the terms and conditions of this Contract, Provider shall \*\*\* (Project). The Project shall be conducted in accordance with the Scope of Work, attached hereto and incorporated herein by reference for all purposes as **Attachment A**.

**1.02 DELIVERABLES**

**On or before the close of business no later than \*\*\***, Provider shall deliver \*\*\* to \*\*\*, Texas General Land Office, \*\*\* Division, 1700 N. Congress Avenue, Room \*\*\*, Austin, Texas 78701.

**II. TERM**

**2.01 DURATION**

This Contract shall be effective as of the date executed by the last party and shall terminate on \*\*\*. The GLO, at its own discretion, may extend this Contract for \*\*\* (\*) additional fiscal years, subject to terms and conditions mutually agreeable to both parties. If renewed, all renewals shall be from September 1 and end on August 31, always coinciding with the State’s fiscal year.

**2.02 EARLY TERMINATION**

Either party may terminate this Contract by giving written notice specifying a termination date at least 30 days subsequent to the date of the notice. Upon receipt of any such

notice, Provider shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

### **III. CONSIDERATION**

#### **3.01 CONTRACT LIMIT, FEES, AND EXPENSES**

All fees and expenses under this Contract shall not exceed **\*\*\* Dollars (\$\*\*\*.\*\*)**, in accordance with the fee schedule attached as **Attachment \*\***. Payment shall be made by the GLO from proper appropriation items or accounts that it normally uses for like expenditures, on vouchers payable to Provider. Payments received by Provider shall be credited to the appropriate appropriation item(s) or account(s).

#### **3.02 UNIFORM STATE ACCOUNTING SYSTEM (USAS)**

To the extent possible, interagency payments involving only treasury funds will be processed as paperless document transfers in the USAS system subject to audit by the Fund Accounting Division of the Comptroller's Office. Payments from treasury funds for deposit into local bank accounts will be processed in USAS through the paperless purchase vouchers process. Interagency payments received from local funds for deposit into the State Treasury must be submitted according to policies and procedures for USAS deposits. Performing agency will invoice the GLO on a monthly basis, in accordance with Performing Agency's normal format and documentation.

#### **3.03 RETAINAGE [OPTIONAL]**

To ensure full performance by Provider, final payment in an amount equal to ten percent (10%) of the Contract total may be withheld until receipt and approval of all services and/or other deliverables required herein.

### **IV. STATE FUNDING**

#### **4.01 STATE FUNDING**

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of TEX. CONST. Art. III, § 49. In compliance with TEX. CONST. Art. VIII, § 6, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

## **V. OWNERSHIP**

### **5.01 COPYRIGHT**

Provider shall not assert any rights at common law or in equity, or otherwise seek to establish any claim to statutory copyright in any material or information developed under this Contract. The parties expressly agree that the GLO shall own all right, title, and interest in and to any copyright or other intellectual property rights and any material or information developed under this Contract including, but not limited to, the right to use, reproduce, or publish any or all of such information and other materials without the necessity of obtaining permission from Provider, and without expense or charge.

OR

The parties expressly agree that all right, title, and interest in, and to, all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract shall be jointly owned by the parties, with each party having the right to use, reproduce, or publish any or all of such information and other materials without the necessity of obtaining permission from the other contracting party and without expense or charge. All reports and other materials completed as a result of this Contract shall carry an appropriate acknowledgment of each agency's support on the front cover or title page of such document and other materials.

## **VI. RECORDS, AUDIT, PROPRIETARY INFORMATION, AND PUBLIC DISCLOSURE**

### **6.01 BOOKS AND RECORDS**

Provider shall keep and maintain under Generally Accepted Accounting Principles ("GAAP") full, true, and complete records necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

### **6.02 INSPECTION AND AUDIT**

Provider agrees that all relevant records related to this Contract or any work product produced, including the practices of its subcontractors, shall be subject at any reasonable

time to inspection, examination, review, audit, and copying at any location where such records may be found, with or without notice by the Texas State Auditor's Office, the GLO, its contracted examiners, or the Texas Attorney General's Office. With regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any of their authorized representatives shall also have this right of inspection. All subcontracts shall reflect the requirements of this section.

### **6.03 PERIOD OF RETENTION**

All records relevant to this Contract shall be retained for a minimum of four (4) years. If any federal funds are used in the Contract, the records must be maintained for a minimum of five (5) years. The period of retention begins at the date of payment by the GLO for the goods or services or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation that may ensue.

### **6.04 CONFIDENTIALITY**

To the extent permitted by law, Provider and the GLO agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the GLO to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the GLO; or (c) information that Provider or the GLO is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any press releases concerning work under this contract without the prior written consent of the GLO.

### **6.05 PUBLIC RECORDS**

Pursuant to Chapter 552 of the Texas Government Code, the "Texas Public Information Act," records received from Provider may be open to public inspection and copying. The GLO will have the duty to disclose such records, unless a particular record is made confidential by law or exempted from the Act. Provider may clearly label any individual records as a "trade secret," provided that Provider thereby agrees to indemnify and defend the GLO for honoring such designation. The failure to so label any record shall constitute a complete waiver of any and all claims for damages caused by release of the records. If a request for a labeled record is received by the GLO, the GLO will notify Provider of the request in accordance with the Act.

## **VII. EVENTS OF DEFAULT AND REMEDIES**

### **7.01 EVENT OF DEFAULT**

Each instance of Provider's failure to comply with any term, covenant, or provision contained in this Contract shall constitute an event of default ("Event of Default") under this Contract.

### **7.02 REMEDIES**

Upon the occurrence of any such Event of Default, the GLO shall be entitled to avail itself of any equitable or legal remedy. A right or remedy conferred by this Contract upon either the GLO or Provider is not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing upon the occurrence of an Event of Default. The failure of the GLO either to insist at any time upon the strict observance or performance of any of the provisions of this Contract, or to exercise any right or remedy as provided in this Contract shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults.

### **7.03 NO WAIVER**

No waiver of any Event of Default shall be considered a waiver of any other or subsequent Event of Default, and no delay or omission in the exercise or enforcement of the rights and powers of the GLO shall be construed as a waiver of any such rights or powers.

## **VIII. MISCELLANEOUS PROVISIONS**

### **8.01 ASSIGNMENT AND SUBCONTRACTS**

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the GLO of any such subcontractor performing 15% or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

## **8.02 INTERAGENCY LIABILITY AGREEMENT**

**AS GOVERNMENTAL ENTITIES AND REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT THEY ARE LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTY. IN THE EVENT THAT THE BOARD IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION ARISING OUT OF ALLEGATIONS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF PROVIDER, AND FOR WHICH THE BOARD IS LIABLE, IF AT ALL, ONLY THROUGH THE VICARIOUS LIABILITY OF PROVIDER, THEN, IN SUCH EVENT, PROVIDER AGREES THAT IT WILL PAY, ON BEHALF OF THE BOARD, ALL COSTS AND EXPENSES OF LITIGATION (INCLUDING ANY COURT COSTS, REASONABLE ATTORNEYS' FEES, FEES OF ATTORNEYS APPROVED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL) AS WELL AS ALL AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ACTION, OR SUIT, INCLUDING JUDGMENT OR VERDICT, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT PROVIDER IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION SEEKING ANY DAMAGES FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RESULTING OUT OF THE BOARD'S ACTIONS OR OMISSIONS, AND PROVIDER'S SOLE LIABILITY, IF ANY, IS ONLY VICARIOUSLY THROUGH THE BOARD, THEN, IN SUCH EVENT, THE BOARD AGREES TO PAY ANY AND ALL CLAIMS, DEMANDS, OR LOSSES, INCLUDING EXPENSES OF LITIGATION (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY PROVIDER, INCLUDING ANY VERDICTS OR JUDGMENTS OR AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH THIS CONTRACT. ANY ATTORNEYS RETAINED BY PROVIDER TO REPRESENT ANY INTEREST OF THE BOARD MUST BE APPROVED BY THE BOARD AND BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL. ANY ATTORNEYS RETAINED BY THE BOARD TO REPRESENT THE INTEREST OF PROVIDER MUST BE APPROVED BY PROVIDER.**

## **8.03 RELATIONSHIP OF THE PARTIES**

Provider is associated with the GLO only for the purposes and to the extent specified in this Contract, and, in respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the GLO shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;

- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

#### **8.04 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)**

- (a) In accordance with State law, it is the GLO's policy to assist HUBs whenever possible, to participate in providing goods and services to the agency. The GLO encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling Provider's obligations with the GLO. In addition to information required by this Contract, Provider will provide the Purchasing Department of the GLO with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising hereunder.
- (b) The GLO encourages Providers to partner with certified HUBs that participate in the Comptroller's Mentor Protégé Program. For more information on the program, and how it can assist your firm in meeting good faith effort goals please visit:

<http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

#### **8.05 COMPLIANCE WITH OTHER LAWS**

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract.

#### **8.06 GOVERNING LAW AND VENUE**

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

## **8.07 SEVERABILITY**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

## **8.08 NOTICES**

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

### **GLO**

General Land Office  
1700 N. Congress Avenue, Room 910  
Austin, TX 78701  
Attention: Legal Services Division

### **Provider**

Vendor  
Address  
City, State ZIP  
Attention:

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

## **8.09 ENTIRE CONTRACT AND MODIFICATION**

This Contract, its integrated attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the parties and 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. Any additional or conflicting terms in such attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

## **8.11 DISPUTE RESOLUTION**

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the parties to attempt to resolve all disputes arising under this

Contract. This provision shall not apply to any matter with respect to which either party may make a decision within its respective sole discretion.

#### **8.12 FORCE MAJEURE**

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than 30 days, the GLO may terminate this Contract immediately upon written notification to Provider.

#### **8.13 LEGAL OBLIGATIONS**

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

#### **8.14 PROPER AUTHORITY**

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

#### **8.15 COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same Contract.

**GENERAL LAND OFFICE**

**\*\*\* PROVIDER**

\_\_\_\_\_  
Larry L. Laine, Chief Clerk/  
Deputy Land Commissioner

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

Date of execution: \_\_\_\_\_

Date of execution: \_\_\_\_\_

S.A. \_\_\_\_\_  
Div. \_\_\_\_\_  
G.C. \_\_\_\_\_

**CONTRACT ATTACHMENT A**

**GLO CONTRACT NO. 08-\*\*\***

**SCOPE OF WORK**

**INSERT SCOPE OF WORK TEXT HERE**

**CONTRACT ATTACHMENT B**

**GLO CONTRACT NO. 08-\*\*\***

**SCHEDULE OF FEES**

[Insert as required]