



# Houston Advanced Research Center

## COASTAL IMPACTS TECHNOLOGY PROGRAM LOW-TEMPERATURE GEOTHERMAL ENERGY STUDY TECHNOLOGY ROAD MAPPING

### REQUEST FOR PROPOSAL

Published: January 9, 2012

Due: January 27, 2012, 4:00 PM CST

<b>Milestones</b>	<b>Target Date</b>
RFP advertised and published	January 9, 2012
Notice of Intent to Propose form due	January 16, 2012
Deadline for written questions	January 17, 2012
All questions and answers will be posted	January 20, 2012
Proposals due	January 27, 2012
Invitations to interview (as needed)	February 3, 2012
Estimated Agreement certification/Notice of Award	February 10, 2012
Estimated project duration	30 months

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## Overview

The Houston Advanced Research Center (HARC) manager of the Coastal Impacts Technology Program (CITP), seeks written Statement of Proposal from interested research organizations (hereinafter referred to as “Researcher”) for a study that will determine the potential impact and describe societal issues and attitudes surrounding low-temperature geothermal energy (LGE) development in an environmentally sensitive area. The expected results of the project should help determine whether LGE is truly a clean, carbon-neutral, environmentally-friendly alternative energy source for the area; and whether the local community will accept LGE as a clean energy source, and one that can be utilized in environmentally sensitive areas.

## Background

The Coastal Impacts Technology Program (CITP) is a research and demonstration program that may lead to commercial application of technologies that will reduce the environmental impacts of unconventional natural gas and other petroleum exploration and production activities along the Texas Gulf Coast. The project area includes all the coastal counties in Texas, as the research demonstration, testing, commercial applications and workshops will be held in various coastal counties. The CITP is a comprehensive program that identifies environmentally friendly technologies, implements the technologies along the Gulf Coast, measures the effectiveness of the technologies to conserve, protect or restore the natural coastal environment, and educates the workforce. The CITP is funded by the Coastal Impact Assistance Program (CIAP) under agreements between HARC and the Texas General Land Office (GLO).

The goal of the CITP is to provide a program of research and demonstration that may lead to commercial application of technologies that will reduce the environmental impacts of unconventional natural gas and other petroleum exploration and production activities along the Texas Gulf Coast.

Through applied scientific research, this project will specifically focus on environmental issues related to coastal areas of Texas. Environmental mitigation of the impacts of gas and oil exploration and production of onshore production on fragile coastal areas is the focus of the program. According to the Texas Independent Oil and Gas Association, *“New technology developed by industry, universities and the Department of Energy is needed to help industry meet our members’ goal of producing oil and gas in a safe and environmentally acceptable manner; especially when operating in environmentally sensitive areas.”* In Texas, the National Park Service has several areas with oil and gas operations where activities are highly restricted. Two areas—the Big Thicket National Preserve and Padre Island National Seashore—currently have more than 200 active claims or pending claims for exploration activities. Technologies developed and demonstrated in this project will assist the National Park Service in meeting its multiple-use objectives while assuring the Public that the environment is being protected.

There are four focus areas of the overall CITP effort:

1. Technology Road Mapping - identify technologies that will reduce the environmental impact of oil and gas activities along the Texas Gulf Coast.

- Conduct workshops at university locations, e.g., University of Houston in Houston, Texas A&M University-Kingsville, Texas A&M University in Corpus Christi, and Texas A&M University-Galveston. Participants will include universities, industry, environmental organizations and regulators.
  - Conduct technical workshops with members of the Research Partnership to Secure Energy for America (RPSEA) currently engaged in testing and adapting gas and oil technologies. These may be coordinated with the above workshops.
  - Document technologies that can protect the natural coastal environment and reduce the environmental impact of oil and gas activities.
2. Environmental Impact Mitigation - evaluate and test technologies that may mitigate the environmental impacts of oil and gas exploration and production on coastal areas.
- Develop a methodology to include various indicators related to air, water, land, human health and biodiversity. The goal is to develop specific methodologies for the diverse ecosystems along the Texas Gulf Coast, including: barrier islands along the coast, salt grass marshes, surrounding bays and estuaries, cypress swamps, tallgrass prairies and tall woodlands of oak and pine.
  - Discuss the draft methodology at a workshop that will, at a minimum, include representation from industry, academia and environmental organizations.
  - After revising the draft based on workshop outcome, test the draft methodology on technologies identified to reduce the impact of oil and gas activities on the natural coastal environment.
  - Use the methodology to develop a voluntary, consensus-based, market driven scoring process to be used in subsequent years as key technologies are deployed.
3. Inter-state collaboration - coordinate efforts with other producing states to identify, formalize and co-fund collaborations regarding applicable technologies.
- Host at least one workshop in Texas to enable the various states to discuss their programs and to identify areas of mutual collaborations that exist to identify and develop technologies that protect or restore the natural coastal environment.
  - Develop a post-workshop consensus report that documents the technologies identified that protect or restore the natural coastal environment.
4. Workforce Program - create and implement an educational workforce program to develop workforce skilled in environmental mitigation of exploration and production impacts in coastal regions
- Develop material(s) that can be used to educate workforce. This will include materials focused on Environmental Stewardship that can be used on websites and downloads.
  - Host at least one workshop with industry to discuss how to develop and implement fellowship and internship programs for Texas universities with capabilities and interests in the relevant program areas.
  - Host at least one workshop with state producer associations help to meet industry

workforce needs in environmental mitigation disciplines.

- RPSEA will develop and implement fellowship and internship programs for Texas universities with capabilities and interests in the relevant program areas, including working with historically black colleges and universities and health science institutes. (Funding for the fellowship/internship programs are not included in the CITP.)

## **Project Description**

### **Societal Issues Related to Energy Production in an Environmentally-Sensitive Area**

The coastal counties of Texas have experienced the drilling of numerous oil and gas wells. As these wells and fields reach the end of their oil and gas production, there may be an opportunity to convert them to low geothermal energy (LGE) sources and, thereby, further mitigate the environmental impact associated with energy production. Considerable research is currently being conducted to establish the technical and economic feasibility of the development of LGE as a source of clean, domestic energy. While most research concerning geothermal energy focuses on the economic and environmental aspects of this energy source, little if any, research is being conducted on the societal aspects of it. In order for any new developments to be sustainable, they must be economically feasible, ecologically viable, and socially desirable. New technology, including new forms of energy, must be embraced by society in order to become achievable.

The Nature Conservancy has expressed an interest in conducting research into the feasibility of low temperature geothermal energy production on its Mad Island Marsh Preserve.

This solicitation is focused on investigating indicators associated with energy production along the Texas coast. This research is driven by the need to address societal issues related to the production of low-temperature geothermal energy from produced water, and whether production in an environmentally sensitive area could be viewed as acceptable. The Nature Conservancy manages the Mad Island Marsh Preserve, a 7,000 acre coastal wetland habitat. The Nature Conservancy has agreed to work with HARC and the selected research team during the study.

The project supports the Technology Road Mapping Program with the overall objective of developing a research study that:

1. Determines the potential impact of low-temperature geothermal energy (LGE) development in an environmentally sensitive area; and
2. Describes societal issues and attitudes surrounding low-temperature geothermal energy development in an environmentally sensitive area.

The expected results of the research project are:

1. To determine if LGE truly is a clean, carbon-neutral, environmentally-friendly alternative energy source for this coastal area; and
2. To determine if the local community will accept LGE as a clean energy source, and one that can be utilized in environmentally sensitive areas.

Deliverables include monthly progress reports, annual summary progress reports, a draft final report and a final report.

## **Project Management**

The project will be managed by the Houston Advanced Research Center (HARC). HARC will handle the overall project management and will ensure that the deliverables are met.

It is HARC's intent to evaluate appropriate Researchers to provide the scope services per the requirements of this solicitation. HARC will rely on the Researcher's ability, expertise, and knowledge of the requested services. The Researcher shall be obligated to exercise the highest standard of care in performing its obligations. The Researcher shall demonstrate to HARC's satisfaction that it is of sound financial condition and is adequately bonded and insured, if requested.

HARC is a 501(c)3 non-profit institution located in The Woodlands, Texas. Founded in 1983, HARC's founder is George P. Mitchell who for 30 years has been a leading advocate of sustainable development, the philosophy that seeks balance between human well-being and the preservation of the earth's natural systems for the future. George Mitchell built Mitchell Energy & Development Corporation, one of the nation's largest producers of natural gas, while establishing himself as a leading philanthropist in the sustainability movement. Central to HARC's mission is its positioning as a "boundary organization" situated between producers of scientific knowledge (scientists, inventors, and academics) and users of that knowledge (technology adopters, policy makers, the public). In its boundary role HARC engages with the science community by employing a staff with scientific credibility, while appealing to its sponsors by employing a business-like approach to project management and financial accountability.

The Researcher will develop material(s) that can be used within the Technology Road Mapping program. This will include materials focused on protection of the natural coastal environment and reduction of the environmental impact of oil and gas activities. The materials shall be publishable and suitable for use at technical workshops to educate academia, industry, environmental organizations and regulators.

## **Scope of Services**

Researcher shall provide all services for performing the investigation.

## **Proposal Submittal Requirements**

Proposals must include the following items in the order presented. Page limits apply where noted. Researcher will be bound to all proposed terms and conditions of its proposal for a period of 180 days from the date of its proposal submission.

## Binding Transmittal Letter (2 pages maximum)

Each proposal must include a transmittal letter signed by a party authorized to obligate and bind the Researcher to perform the commitments contained in the proposal. The letter must clearly identify who the contractor will be and its contact person for future communications regarding the proposal. The letter should discuss the Researcher's overall ability and qualifications to conduct the work and agree to fully comply with all applicable ordinances, laws and regulations if awarded the contract. The letter must state the 180-day validity period of the proposal.

## Qualifications

Proposals must provide sufficient information to allow the selection panel to evaluate the Researcher's capability to successfully complete the Scope of Services.

<b>Qualifications and Oil &amp; Gas Industry Experience</b>
<ul style="list-style-type: none"><li>• Organization history and staff qualifications</li><li>• Previous successful project examples</li><li>• Knowledge of oil &amp; gas industry</li><li>• Proximity to HARC (4800 Research Forest Drive, The Woodlands, TX 77381)</li></ul>
<b>Deliverables, Cost and Schedule</b>
<ul style="list-style-type: none"><li>• Provide a schedule and cost of services to be delivered.</li></ul>
<b>References</b>
<ul style="list-style-type: none"><li>• Provide two references for projects of similar size, scope and technology if applicable.</li></ul>

## Company Information

Each proposal must include the following information regarding the team:

- Name of proposed team members, including major subcontractor(s) and other contractor(s)
- Roles and responsibilities of, and relationship between the team members, including an organization chart to illustrate the team structure
- Identify the key individual who will manage the project and interface with HARC
- History of past projects on which the team members have worked together

## References

Provide a minimum of two (2) references. Each reference must include, but not limited to, the following information:

- Name and address
- Contact name, title, phone number and e-mail address
- Description of project and services provided
- Cost of project
- Time line of project
- Examples of work completed

### Exceptions to Contract

Researcher shall provide a commitment to execute an agreement containing the provisions shown in Appendix 01. If the Researcher takes exception with any sections contained in Appendix 01, clearly identify these exceptions. For each exception noted, provide alternative contract language for consideration. Significant deviations from the contract language may be grounds for proposal rejection or a lower ranking in the evaluation.

### Cost Proposal

Researcher shall provide services and deliverables provided with a total project cost not to exceed \$75,000.

### Proposal Instructions

#### Questions Regarding the RFP

The deadline to submit questions and requests for interpretation is **Tuesday, January 17, 2012**. All questions and answers will be posted at [www.HAROnline.net/RFP](http://www.HAROnline.net/RFP) by Friday, January 20, 2012. We encourage Researchers to periodically check the website for updates.

#### Proposal Submissions

Researchers are encouraged to submit Notice of Intent to Propose by email to the address below by 4:00 PM Central Time, January 27, 2012. The notice is not binding on the prospective Researcher, but will be used by HARC in planning for the resources needed to evaluate proposals that are submitted.

One (1) unbound and three (3) bound copies of the proposal printed double-sided on recycled and recyclable white paper and any related information must be delivered in a sealed envelope clearly marked **CITP – Low-Temperature Geothermal Energy Study** no later than **4:00 PM Central Time, January 27, 2012** (postmarks will not qualify as delivery). No proposals will be accepted after this date and time. Early submission is encouraged to avoid any possibility of disqualification for late submission.

Proposals should be mailed or delivered to:

Mr. Bob Travis  
Houston Advanced Research Center  
4800 Research Forest Drive  
The Woodlands, TX 77381  
btravis@harc.edu

Other means of transmission, including facsimile or electronic will not be accepted.

At any time during the proposal evaluation process, HARC may require a Researcher to provide oral or written clarification of its proposal. HARC reserves the right to make an award without further clarifications of proposals received.

## Proposal Evaluation Process and Selection Procedure

HARC will form an internal evaluation committee that will review and score the proposals. Interviews will be requested as needed and final selection will be determined by the evaluation committee.

<b>Evaluation Criteria</b>	<b>Scoring</b>
<b>Qualifications and Oil &amp; Gas Industry Experience</b>	<b>50</b>
<ul style="list-style-type: none"> <li>Organization history and staff qualifications</li> <li>Previous successful project examples</li> <li>Knowledge of oil &amp; gas industry</li> <li>Proximity to HARC (4800 Research Forest Drive, The Woodlands, TX 77381)</li> </ul>	
<b>Deliverables, Cost and Schedule</b>	<b>30</b>
<ul style="list-style-type: none"> <li>Provide a schedule and cost of services to be delivered.</li> </ul>	
<b>References</b>	<b>20</b>
<ul style="list-style-type: none"> <li>Provide two references for projects of similar size, scope and technology if applicable.</li> </ul>	
<b>Proposal Score</b>	<b>0 – 100</b>

HARC has established the following target dates for issuance, receipt and evaluation of proposals in addition to award of an agreement in response to this RFP.

<b>Milestones</b>	<b>Target Date</b>
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Estimated project duration	30 months

These dates are not binding and may change depending on the number of proposals received, staff availability for oral interviews and other intervening events.

## **Interview Process**

The evaluation committee may select Researchers who may be invited to an interview. The evaluation committee may use this additional information to score the proposals.

## **Agreement Negotiations and Contract**

The evaluation committee will make a recommendation regarding award of the agreement to the highest-ranking Researcher(s). HARC will negotiate and execute an agreement to perform the requested services with the highest-ranking Researcher(s). The selection of any proposal shall not imply acceptance of all terms of the Proposal, which may be subject to further negotiation and approvals. HARC may begin agreement negotiations with the next highest-ranked Researcher(s) at any time during the process until an agreement is finalized. Once agreement negotiations are complete, the agreement will be certified and a contract will be issued.

## **Terms and Conditions Governing this RFP**

### **Potential Researcher Information**

Potential Researcher who request copies of this RFP must provide the following information to HARC:

- Name of Researcher
- Name of contact person for Researcher contact and the address, telephone number, facsimile number and e-mail of such contact person

Each Potential Researcher shall be responsible for notifying HARC in writing of any changes in such information. Any such notice must specifically reference this RFP.

### **Financial Responsibility**

HARC does not accept financial responsibility for any costs incurred by a firm in responding to this RFP, participating in oral presentations, or negotiating an agreement. The proposals in response to the RFP will become property of HARC and may be used by HARC in any way deemed appropriate.

### **Reservations of Rights by HARC**

The issuance of this RFP does not constitute an agreement by HARC that any contract will actually be entered into by HARC. HARC expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal or proposal procedure
- Reject any or all proposals
- Reissue a RFP

- Prior to submission deadline for proposals, modify all or any portion of the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals
- Procure any materials, equipment of services specified in this RFP by any other means
- Determine that no project will be pursued.

## **Contracting Requirements**

A sample agreement is given in Appendix 01.

### **Form and Content**

Failure to timely execute the agreement, or to furnish any and all certificates, compliance forms, bonds or other materials required in the agreement, shall be deemed an abandonment of an agreement offer. HARC may select another firm and may proceed against the original selectee for damages.

Appendix 01  
Sample Contract

## **SUBRECIPIENT GRANT AGREEMENT**

CONTRACT NO. \_\_\_\_\_  
COASTAL IMPACT ASSISTANCE PROGRAM

This Subrecipient Grant Agreement (the “Contract”) is entered into by and between the HOUSTON ADVANCED RESEARCH CENTER (the “HARC” or “Recipient”), a nonprofit research organization, and \_\_\_\_\_ (“Subrecipient”) to provide financial assistance using funds provided by the Texas General Land Office (“GLO”) as received under U.S. Department of the Interior, Bureau of Ocean Energy Management, Regulation and Enforcement (BOEMRE) Grant Award Number M11AF00005, for the project entitled “Coastal Impacts Technology Program.”

### ARTICLE 1 - GENERAL PROVISIONS

#### 1.01 PURPOSE

The purpose of this Contract is to set forth the terms and conditions of a Subgrant from the HARC to the Subrecipient under the Coastal Impact Assistance Program (“CIAP”).

#### 1.02 CONTRACT DOCUMENTS

HARC and Subrecipient hereby agree that this document and the following Attachments, which are incorporated in their entirety by reference, shall govern this Contract:

- ATTACHMENT A:** Work Plan and Project Budget
- ATTACHMENT B:** CIAP Supplemental Terms and Conditions
- ATTACHMENT C:** BOEMRE Grant Award Agreement with the GLO for BOEMRE Award No. M11AF00005
- ATTACHMENT D:** Federal Assurances – Non-Construction (SF-424B)
- ATTACHMENT E:** Certifications Regarding Lobbying (CD-512); and Disclosure of Lobbying Activities Form (SF-LLL)
- ATTACHMENT F:** General Affirmations
- ATTACHMENT G:** Sample Additional Required Forms: Monthly Progress Report; CIAP Invoice Form; Budget Amendment Request Form; HUB Expense Reporting Form; Audit Reporting Form

#### 1.03 DEFINITIONS

“[Act](#)” means Section 384 of the Energy Policy Act of 2005, Public Law 109-58, 109th Congress, 119 Stat 739 (August 5, 2005) (amending the Outer Continental Shelf Lands Act, Title 43, United States Code, Section 1356a).

“[Administrative and Audit Regulations](#)” means the regulations included in Title 43, CFR, Part 12.

“[BOEMRE](#)” means the U.S. Department of the Interior, Bureau of Ocean Energy Management, Regulation and Enforcement.

“[Budget](#)” means the budget for the Project funded by the Contract, a copy of which is included in **Attachment A**.

“[CIAP](#)” means the Coastal Impact Assistance Program.

“[CIAP Supplemental Terms and Conditions](#)” means the agreed terms and conditions applicable to this Contract and attached hereto as **Attachment B**.

“[CMP Rules](#)” means the rules set forth in Chapters 501 through 506 of Title 31 of the Texas Administrative Code for the Texas Coastal Management Program, authorized by statute in Chapter 33 of the Texas Natural Resources Code.

“[Coastal Impact Assistance Program](#)” means the federal grant program for certain coastal states, as authorized by the Act and managed by the Bureau of Ocean Energy Management, Regulation and Enforcement, a division of the U.S. Department of the Interior. The State of Texas uses the GLO as administrative support for the CIAP program.

“[Compliant Format](#)” means the format for electronically stored information that complies with the standards set forth in **Section 2.4** of **Attachment B**.

“[Deliverable\(s\)](#)” means the work product(s) required to be submitted to HARC as set forth in the Work Plan.

“[Equipment](#)” means tangible property having a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit.

“[Event of Default](#)” means the occurrence of any of the events set forth in **Section 8.01** herein.

“[Federal Assurances](#)” means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction projects); in **Attachment F**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means U.S. Department of Commerce Form CD-512 (Rev 12-04), “Certifications Regarding Lobbying - Lower Tier Covered Transactions,” in **Attachment E**, attached hereto and incorporated herein for all purposes.

“[Final Report](#)” means a written report that must be received by HARC upon completion of the Work Plan, as set forth in **Section 4.02** herein.

“[GAAP](#)” means “generally accepted accounting principles” as applicable.

“[GASB](#)” means accounting principals as defined by the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the affirmations in **Attachment F**, attached hereto and incorporated herein for all purposes, to which Subrecipient certifies by the signing of this Contract.

“[Grant Administrator](#)” means the HARC staff member assigned to monitor the Project, as may be designated from time to time by HARC.

“[Grant Award](#)” means the financial award made by the BOEMRE under the CIAP, under the Grant Award Agreement that is the subject of this Contract.

“[Grant Award Agreement](#)” means the formal grant agreement between the GLO and BOEMRE; BOEMRE Award Number M11AF00005, for the period ending December 1, 2014, making funding available to the State of Texas under the CIAP for the Project. A copy of the Grant Award Agreement is attached hereto as **Attachment C**.

“[Grant Administration Form](#)” means one of the several forms required to be submitted under this Contract, copies of which are included in **Attachment G**.

“[HUB](#)” means Historically Underutilized Business as defined by Chapter 2161 of the Texas Government Code.

“[Monthly Reports](#)” means written progress reports that must be received by HARC as set forth in **Section 4.02** herein.

“[Plans](#)” means the engineering specifications, construction plans, and/or architectural plans for the construction of improvements approved by HARC for the Project, if any.

“[Project](#)” means the “Coastal Impacts Technology Program” project which this Subgrant will fund, as defined in **Attachment A** hereto.

“[Public Information Act](#)” means Chapter 552 of the Texas Government Code.

“[Recipient](#)” means HARC, which is the CIAP subrecipient to the GLO under the Grant Award to which this Contract relates.

“[Subgrant](#)” means pass-through grant funds received through the Grant Award under the CIAP and approved for use by the Subrecipient in accordance with the terms of this Contract.

“[Subrecipient](#)” means the entity to which the Subgrant is made, which is the same entity as the “subrecipient” and the “subgrantee” as referred to in the Grant Award Agreement and in Title 43, CFR, Part 12.

“[Supplement](#)” means the CIAP Supplemental Terms and Conditions document attached hereto as Attachment B.

“[Work Plan](#)” means the statement of work and special conditions, if any, contained in **Attachment A**.

### 1.03 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;

- (c) The term “including” is not limiting, and means “including without limitation” and, unless otherwise expressly provided in this Contract,
  - (iii) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and
  - (iv) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments, are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of HARC or by HARC by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.”

Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, HARC shall not be unreasonably withheld or delayed;
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day;
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and
- (j) Time is of the essence in this Contract.

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ARTICLE 2 - GRANT AWARD AND SCOPE OF PROJECT

2.01 GRANT AWARD

Subject to the terms and conditions of this Contract, HARC agrees to make a Subgrant to Subrecipient in an amount not to exceed \_\_\_\_\_ DOLLARS (\$XXX,XXX.XX), payable in installments as reimbursement of allowable expenses incurred by Subrecipient, to be used in strict conformance with the Budget in Attachment A hereto, and the Grant Award Agreement.

It is expressly understood and agreed by Subrecipient that HARC shall have the right to recapture, and to be reimbursed for, any payments made by HARC under this Contract that Subrecipient has not used in strict accordance with the terms and conditions of this Contract and the Grant Award Agreement. THIS RECAPTURE PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

HARC is not liable to Subrecipient for any costs incurred by Subrecipient before the execution of this Contract by the last party to execute it or after termination of this Contract. However, HARC in its sole discretion, may reimburse Subrecipient for allowable program costs incurred prior to the date of this Contract.

2.02 INCORPORATION OF GRANT AWARD TERMS

The Grant Award Agreement authorizes the use of the Subgrant by Subrecipient for the Project, in accordance with the terms of the Grant Award Agreement and of applicable state and federal law.

Recipient and Subrecipient understand and agree that any and all terms and provisions of the Grant Award Agreement that apply to the Recipient by operation of this Contract are applicable to Subrecipient.

2.03 PROJECT AND WORK PLAN

The Project shall be performed in accordance with the Work Plan in **Attachment A**; the Supplemental Terms and Conditions in **Attachment B**; the description in the Grant Award Agreement in **Attachment C**; the assurances and certifications in Attachments D and E; and the General Affirmations in Attachment F.

The Work Plan or the scope of the Project may be amended by the Grant Administrator upon submission of a written request and detailed justification by Subrecipient in the manner prescribed in Supplement Article 1, Grant Administration, in **Attachment B**. Modifications may require the approval of the BOEMRE, which may cause significant delays. ANY COSTS INCURRED WHILE WAITING FOR APPROVAL OF THE REQUESTED CHANGES ARE THE RESPONSIBILITY OF SUBRECIPIENT. THE GRANT ADMINISTRATOR WILL INFORM SUBRECIPIENT IF THE REQUEST IS APPROVED.

2.04 REAL ESTATE IMPROVEMENTS AND LAND ACQUISITION REQUIREMENTS

If applicable, Subrecipient should ensure compliance with Supplement Article 4, Special Conditions Applicable to Real Estate Improvements and Land Acquisitions, in **Attachment B**.

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### **Article 3 - TERM**

#### **3.01 DURATION AND EXTENSION OF TERM**

This Contract shall be effective as of the date executed by the last party, and shall terminate upon completion of the Project, or on \_\_\_\_\_, whichever is earlier.

Upon receipt of a written request and acceptable justification from Subrecipient to the Grant Administrator and approval from the GLO and the BOEMRE, the Grant Administrator may extend this Contract for a period not to exceed twelve (12) months. ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GRANT ADMINISTRATOR AT LEAST NINETY (90) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT.

#### **3.02 EARLY TERMINATION**

HARC may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of such notice, Subrecipient 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.

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ARTICLE 4 - GRANT ADMINISTRATION

4.01 SUBMISSIONS

Except for legal notices that must be sent by specific instructions under **Section 9.07** below, any written report, form, or request required to be submitted to the Grant Administrator under this Contract shall be sent in Compliant Format via email to the following email address:

[rhaut@harc.edu](mailto:rhaut@harc.edu) with a copy to [btravis@harc.edu](mailto:btravis@harc.edu)

4.02 REPORTS

Subrecipient shall submit Monthly and Final Reports, as required in the Work Plan, in Compliant Format to the Grant Administrator at the time and in the manner prescribed in Supplement Article 1, Grant Administration, in **Attachment B**.

4.03 DELIVERABLES

Subrecipient shall submit each of the Deliverables, as required in the Work Plan, in Compliant Format to the Grant Administrator at the time and in the manner prescribed in Supplement Article 1, Grant Administration, in **Attachment B**.

HARC may require Subrecipient to conform any data presentation or products funded under this Contract to reflect HARC and/or GLO comments.

Deliverable due dates may be amended by the Grant Administrator upon submission of a written request and detailed justification by Subrecipient. Modifications may require the approval of the GLO and the BOEMRE, which may cause significant delays. THE GRANT ADMINISTRATOR WILL INFORM SUBRECIPIENT IF THE REQUEST IS APPROVED.

4.04 REIMBURSEMENT REQUESTS

Subrecipient shall submit requests for reimbursement for costs allowed under this Contract at the time and in the manner prescribed in Supplement Article 1, Grant Administration, in **Attachment B**.

**REQUESTS FOR REIMBURSEMENT UNDER THIS CONTRACT MUST BE RECEIVED BY THE HARC NOT LATER THAN SIXTY (60) DAYS FROM THE DATE SUBRECIPIENT INCURS THE EXPENSE. FAILURE BY SUBRECIPIENT TO COMPLY IN A TIMELY MANNER WITH THIS REQUIREMENT MAY, AT HARC'S SOLE DISCRETION, RESULT IN DENIAL OF THE REQUEST FOR REIMBURSEMENT.**

Failure by Subrecipient to submit a Deliverable in a timely manner may, at HARC's sole discretion, result in withholding of a percentage of the reimbursement request until Subrecipient submits said Deliverable.

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4.05 BUDGET VARIANCE

Subrecipient may request permission to reallocate funding among budget categories by submitting a written request and detailed justification to the Grant Administrator in the manner prescribed in Supplement Article 1, Grant Administration, in **Attachment B**.

A Budget reallocation shall be effective upon receipt of the Grant Administrator's approval.

**A FINAL, ACTUAL BUDGET SHALL BE SUBMITTED BY SUBRECIPIENT NO LATER THAN SIXTY (60) DAYS FOLLOWING THE EXPIRATION OR TERMINATION OF THIS CONTRACT.**

#### 4.06 ADDITIONAL GRANT COMPLIANCE REQUIREMENTS

Subrecipient shall comply with additional provisions relating to Grant Administration required by state and federal law in Supplement Article 1, Grant Administration in **Attachment B**.

Subrecipient understands and agrees to the terms included in the Supplement that require assurances, affirmation, actions, and activities to fulfill state and federal legal requirements. These requirements include, but are not limited to, GLO electronically stored information standards, acknowledgement of source of funds, special conditions for real estate improvements and land acquisitions, federal assurances, coastal management consistency declaration, and historically underutilized business plans. The information included in the Supplement is current as of the date of the execution of the Contract, but it is the sole responsibility of the Subrecipient to ensure that it complies with the applicable legal requirements at any given time.

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## ARTICLE 5 - STATE FUNDING

### 5.01 STATE FUNDING

This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Texas Constitution, Article III, Section 49. In compliance with Texas Constitution, Article VIII, Section 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.

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## ARTICLE 6 - INTELLECTUAL PROPERTY

### 6.01 OWNERSHIP AND USE

- (a) The parties to this Contract 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 party and without expense or charge.
- (b) The GLO and BOEMRE are granted a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, 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.

### 6.02 NONENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) that states or implies State of Texas or U.S. Government, or government employee, endorsement of a product, service, or position that the Subrecipient represents. No release of information relating to this Grant may state or imply that the State of Texas or the U.S. Government approves of Subrecipient's work products, or considers Subrecipient's work product to be superior to other products or services.

### 6.03 APPROVAL OF PUBLICATION AND SPECIFIC DISCLAIMER REQUIRED

Prior to publication, Subrecipient must submit to the Grant Administrator, for GLO and BOEMRE approval, any public information releases concerning this Grant Award that refer to the Department of the Interior or any bureau or employee. The specific text, layout photographs, and so forth, of the proposed release must be submitted with the request for approval. The specific acknowledgements and funding statements that must be included in certain publications funded by the Subrecipient are set forth in Article 3 of **Attachment B**.

### 6.04 SURVIVAL

THE PROVISIONS OF THIS ARTICLE 6 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

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**ARTICLE 7 - RECORDS, AUDIT, PROPRIETARY INFORMATION,  
AND PUBLIC DISCLOSURE**

**7.01 BOOKS AND RECORDS**

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, 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.

**7.02 INSPECTION AND AUDIT**

Subrecipient agrees that all relevant records related to this Contract or any work product produced, including those 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 HARC, the Texas State Auditor's Office, the GLO, its contracted examiners, or the Texas Attorney General's Office. In addition, the BOEMRE, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any of their authorized representatives of the U.S Government shall also have this right of inspection. ALL SUBCONTRACTS SHALL REFLECT THE REQUIREMENTS OF THIS SECTION.

**7.03 PERIOD OF RETENTION**

Subrecipient shall retain all records relevant to this Contract for a minimum of five (5) years. The period of retention begins at the date of final payment of reimbursable expenses by HARC, 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.

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## ARTICLE 8 - EVENTS OF DEFAULT AND REMEDIES

### 8.01 EVENTS

Each of the following events shall constitute an Event of Default under this Contract: (i) Subrecipient's failure to comply with any term, covenant, or provision contained in this Contract; (ii) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (iii) if at any time, Subrecipient makes any representation or warranty that is incorrect in any material respect to the Work Plan, any request for payment submitted to HARC, or any report submitted to HARC related to the Contract.

### 8.02 REMEDIES; NO WAIVER

Upon the occurrence of any such Event of Default, HARC shall be entitled to avail itself of any equitable or legal remedy. A right or remedy conferred by this Contract upon either party 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 HARC either to insist at any time upon the strict observance or performance of any of the provisions of this Contract, or HARC's failure 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 Events of Default.

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## ARTICLE 9 - MISCELLANEOUS PROVISIONS

### 9.01 CONTRACT AMENDMENT

Unless otherwise provided herein, any amendment to this Contract must be made by formal Contract amendment, executed by both parties and approved by the GLO and the BOEMRE, to the extent required by the Grant Award Agreement.

### 9.02 LEGAL OBLIGATIONS

Subrecipient 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 Subrecipient to provide the goods or services required by this Contract. Subrecipient will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. Subrecipient shall not commence work on the Project until it has obtained the requisite licenses and/or permits, if applicable. COPIES OF SUCH LICENSES AND PERMITS SHALL BE INCLUDED AS A PART OF THE MONTHLY REPORT FOR THE PERIOD DURING WHICH THEY ARE OBTAINED.

### 9.03 INDEMNITY

EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF HARC, SUBRECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS HARC, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE STATE OF TEXAS AND THE GLO, TO THE FULL EXTENT PERMITTED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- (A) THIS CONTRACT;
- (B) ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE WORK PERFORMED IN CONNECTION WITH THE PROJECT; OR
- (C) ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.

SUBRECIPIENT SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERMINATION OF THIS CONTRACT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO HARC.

### 9.04 ASSIGNMENT AND SUBCONTRACTS

- (a) Subrecipient shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract not encompassed within the Work Plan without the prior written consent of HARC. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or

all of the services or work to be performed. In no event may Subrecipient delegate or transfer its responsibility for use of the funds under this Contract.

- (b) Subrecipient is responsible for upholding the integrity of the procurement process and must comply with the organizational conflicts of interest and/or noncompetitive procurement practices as required by Title 43, CFR, Part 12, and the Grant Award Agreement, in connection with any subcontract under this Contract.
- (c) In any approved subcontracts, Subrecipient shall legally bind any such subcontractors to perform, and make such subcontractors subject to, all the duties, requirements, and obligations of Subrecipient specified herein. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract. Subrecipient will provide written notification to HARC of any such subcontractor performing fifteen percent (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.
- (d) HARC, the GLO and the BOEMRE shall have the right to initiate communications with any subcontractor, and may request access to any books, documents, papers, and records of a subcontractor which are directly pertinent to this grant. Such communications may be required to conduct audits and examinations and gather additional information as provided in **Section 7.02** and the Administrative and Audit Regulations.

#### 9.05 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with HARC only for the purposes and to the extent specified in this Contract and, in respect to Subrecipient's performance pursuant to this Contract, Subrecipient 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 HARC or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Subrecipient or any other party.

#### 9.06 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Subrecipient 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.

#### 9.07 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:

HARC

Houston Advanced Research Center  
4800 Research Forest Dr.  
The Woodlands, TX 77381  
Attention: Bob Travis

Subrecipient

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.

9.08 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 Montgomery County, Texas. Subrecipient 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.

9.09 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.

9.10 DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the parties, either party may notify the other party in writing of the dispute. If the parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either party may make a decision within its respective sole discretion.

9.11 PUBLIC INFORMATION

Pursuant to the Public Information Act, records received from Subrecipient may be open to public inspection and copying. HARC and the GLO will have the duty to disclose such records, unless a

particular record is made confidential by law or exempted from the Public Information Act. Subrecipient may clearly label any individual records as a "trade secret," provided that Subrecipient, to the extent permitted by law, agrees to indemnify and defend HARC and 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 HARC, HARC will notify Subrecipient of the request in accordance with the Public Information Act.

**9.12 ENTIRE CONTRACT AND MODIFICATIONS**

This Contract and its integrated attachments 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) shall be harmonized with this Contract to the extent possible. Unless such integrated attachment 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.

**9.13 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. Subrecipient acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Subrecipient after the Contract terminates is performed at the sole risk of Subrecipient.

**9.14 COUNTERPARTS**

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

**9.15 SUBGRANT OFFER SUBJECT TO CANCELLATION**

IF SUBRECIPIENT DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO HARC WITHIN THIRTY (30) DAYS OF TRANSMITTAL OF THE CONTRACT TO SUBRECIPIENT, SUBGRANT FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT NO. 12-259-000-5595

HOUSTON ADVANCED  
RESEARCH CENTER

SUBRECIPIENT

\_\_\_\_\_  
Ivy K. Guice, Director  
Office of Business Affairs

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

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

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

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## ATTACHMENTS

- ATTACHMENT A:** Work Plan and Project Budget
- ATTACHMENT B:** CIAP Supplemental Terms and Conditions
- ATTACHMENT C:** BOEMRE Grant Award Agreement with the GLO for BOEMRE Award No. M11AF00005
- ATTACHMENT D:** Federal Assurances – Construction (SF-424D) / Non-Construction (SF-424B)
- ATTACHMENT E:** Standard Form-512, Certifications Regarding Lobbying; and Standard Form LLL, Disclosure of Lobbying Activities
- ATTACHMENT F:** General Affirmations
- ATTACHMENT G:** **Sample Additional Required Forms:**<sup>1</sup> Monthly Progress Report; CIAP Invoice Form; Budget Amendment Request Form; HUB Expense Reporting Form; Audit Reporting Form

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<sup>1</sup> Additional required forms may be revised from time to time, and should be downloaded at <http://www.glo.texas.gov/what-we-do/caring-for-the-coast/grants-funding/ciap/grantee-requirements.html> before each usage.

## CIAP SUPPLEMENTAL TERMS AND CONDITIONS

### Article 1 - GRANT ADMINISTRATION

#### 1.1 GENERAL REQUESTS

Subrecipient may submit requests provided for in the Contract, in writing via email, in Compliant Format. Requests must cite the nature of the request, the section of the Contract that authorizes the request, and a detailed justification for the request. **A request is granted only upon receipt by Subrecipient of written approval from the Grant Administrator.**

#### 1.2 GRANT ADMINISTRATION FORMS

- (a) Recurring forms that must be submitted to the HARC Grant Administrator can be downloaded at the following web address:

<http://www.glo.texas.gov/what-we-do/caring-for-the-coast/grants-funding/ciap/grantee-requirements.html>

A copy of the current version of each recurring form required is included in **Attachment G**, for convenience. However, as these forms are updated from time to time, Subrecipient should periodically check the website for updated forms. Subrecipient is responsible for using the proper forms.

- (b) Subrecipient must submit certain additional forms required by the Contract or the Grant Award Agreement to show that Subrecipient has complied with required state and federal laws applicable to the Grant Award Agreement. The forms and certifications described below are found in **Attachments D and E**.

- (i) Either the federal Assurances for Construction Programs (Standard Form 424D) or Assurances for Non-Construction Programs (Standard Form 424B), as applicable to the Project, is found in **Attachment D** and must be executed by Subrecipient.

- (ii) **Certifications Regarding Lobbying (Standard Form CD-512) is found at Page 1 of Attachment E, and must be executed by Subrecipient.**

**Subrecipient may check for vendor debarment at the following web addresses: Texas Comptroller's Vendor Performance Program [www.window.state.tx.us/procurement/prog/vendor\\_performance](http://www.window.state.tx.us/procurement/prog/vendor_performance); and the Federal General Services Administration's Excluded Parties List System at [www.epls.gov](http://www.epls.gov).**

- (iii) Disclosure of Lobbying Activities Form (Standard Form-LLL) is found at Page 2 of **Attachment E** and must be submitted by the Subrecipient if required by **Section 5.5** of the Supplemental Terms and Conditions, relating to Lobbying Disclosure.

### 1.3 REPORTS

Subrecipient shall submit Monthly Progress Reports and the Final Report to the Grant Administrator.

Monthly Progress Reports are due on or before the 10th day of each month during the term of the Contract, commencing \_\_\_\_\_. No Monthly Report is required for the month in which a Final Report is to be submitted.

A Final Report must be received by HARC within sixty (60) days of completion of the Project, or termination of the Contract, whichever is earlier.

### 1.4 DELIVERABLES

Subrecipient shall submit electronically each of the Deliverables set forth in the Work Plan in **Attachment A**, in Compliant Format and in the time and manner prescribed therein, to the Grant Administrator.

### 1.5 REIMBURSEMENT REQUESTS

Each request for reimbursement shall be on the approved CIAP Invoice Form,<sup>2</sup> and provide such other information as HARC may request. Universities may submit their standard invoice in lieu of the CIAP Invoice Form.

With each reimbursement request, Subrecipient shall include copies of all actual receipts, cancelled checks, and/or such other documentation that, in the judgment of HARC, allows for full substantiation of the costs incurred, and which displays the full Contract Number, as well as Catalog of Federal Domestic Assistance (CFDA) No. 15.426. **Failure to include this information may result in a significant delay in payment of the invoice.**

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<sup>2</sup> Universities may submit their standard invoice in lieu of this invoice form.

Any request for reimbursement that does not include the information set forth in the preceding paragraph will be rejected and returned to Subrecipient.

Reimbursement requests may be submitted monthly to the Grant Administrator on or before the 10th day of each calendar month.

**1.6 BUDGET VARIANCE**

Subrecipient may request permission to reallocate funding among budget categories by submitting a written request and detailed justification to the Grant Administrator on the Budget Amendment Form.

**1.7 RETAINAGE [APPLICABLE TO CONSTRUCTION PROJECTS ONLY]**

To ensure full performance, HARC may retain an amount equal to twenty percent (20%) of Subrecipient's grant amount until Subrecipient's delivery, and HARC's approval, of all Deliverables required herein. HARC shall make a final disbursement only upon receipt of documentation sufficient to determine that Subrecipient has completed the Project in accordance with the Work Plan, and that all requirements of the Contract and the relevant provisions of the Grant have been fulfilled by Subrecipient.

**1.8 PURCHASES**

Subrecipient shall not purchase any equipment and/or computer software not included as a reimbursable item shown on the Budget in **Attachment A**. Title and possession of any Equipment will remain the property of Subrecipient unless and until transferred to HARC, upon written request by HARC. Subrecipient shall furnish, with its final request for reimbursement, a list of all Equipment purchased with grant funds under the Contract, including the name of the manufacturer, the model number, and serial number. The disposition of any Equipment shall follow the Administrative and Audit Regulations.

**1.9 AUDIT REPORTING**

HARC, as a pass-through entity, has the responsibility to ensure that Subrecipients expending FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) or more in federal awards during each of Subrecipient's fiscal years of funding have met audit requirements in accordance with U.S. Office of Management and Budget Circular A-133. Subrecipient shall complete and return the Audit Reporting Form to the Grant Administrator no later than September 1st of each year until the Contract is terminated.

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## **Article 2 - GLO ELECTRONICALLY STORED INFORMATION STANDARDS**

### **2.1 GEOGRAPHIC INFORMATION SYSTEMS**

Data, databases, and products associated with electronic Geographic Information Systems (“GIS”) that have been collected, manipulated, or purchased with Subgrant funds will be subject to all applicable terms of the Texas Geographic Information Standards of the Texas Geographic Information Council and Rule 201.6 – Geographic Information Standards, Texas Administrative Code Title 1, Part 10, Section 201.6. The Geographic Information Standards Rule is available on the World Wide Web at: [www.dir.state.tx.us/tgic/pubs/pubs.htm](http://www.dir.state.tx.us/tgic/pubs/pubs.htm) or by writing to Department of Information Resources at P.O. Box 13564, Austin, Texas 78711, email [tgichelp@dir.state.tx.us](mailto:tgichelp@dir.state.tx.us), telephone (512) 305-9076.

### **2.2 TRANSFER OF DATA**

Any GIS data to be transferred or exchanged that is collected, manipulated, or purchased with funds from the Contract must be documented as specified in the Federal Geographic Data Committee document *Content Standard for Digital Geospatial Metadata*, version 2 (FGDC-STD-001-1998) or later. The federal metadata standard is available on the World Wide Web at: [www.fgdc.gov/metadata/csdgm](http://www.fgdc.gov/metadata/csdgm). Metadata must be submitted in HTML, XML, or ASCII text formats.

### **2.3 FORMAT**

Although the GLO has adopted Environmental Systems Research Institute, Inc. software products as in-house GIS software, the GLO does not endorse these, or any other, products. However, any electronic spatial data collected, manipulated, or purchased with Subgrant funds shall be transferred in a mutually-acceptable GIS format, along with any corresponding metadata referred in the Contract. Nonspatial data deliverables (text, database, spreadsheet, images) must be delivered in MS Office, dBase (.dbf), ASCII, or standard image (JPEG, TIFF, GIF, etc.) formats. Acceptable media for delivery include CD-ROM, DVD, USB flash drive, floppy disk, Zip disk, and external hard drives.

Subrecipient is expected to comply with these guidelines. If Subrecipient cannot comply with these guidelines then Subrecipient must provide a written justification detailing why an exception is warranted.

### **2.4 COMPLIANT FORMAT FOR GRANT ADMINISTRATION**

Subrecipients should submit written reports, requests in Word format; invoices and supporting documentation in pdf format; and photographs in JPEG format and form unless otherwise agreed by the Grant Administrator.

### Article 3 – ACKNOWLEDGEMENT OF SOURCE OF CIAP FUNDS; SIGNAGE, PHOTO DOCUMENTATION, PUBLICATIONS, AND WEBSITES

#### 3.1 ACKNOWLEDGEMENT OF SOURCE OF CIAP FUNDS

Subrecipient shall acknowledge the source of funding for the Project as set forth in the Grant Award Agreement. When the use of the BOEMRE logo is required, it may be found at the following location:

[www.boemre.gov/offshore/ciapmain.htm](http://www.boemre.gov/offshore/ciapmain.htm)

Subrecipient is required to inform the public that the Project is being funded, in whole or in part, by grant funds under the Coastal Impact Assistance Program. Acknowledgement of the source of funds may take many forms (e.g., signage or written acknowledgement in a project publication or Web site).

Subrecipient agrees to fulfill applicable obligations of the Recipient set forth in **Section E** of the Grant Award Agreement.

#### 3.2 CIAP ACKNOWLEDGEMENT

If Subrecipient or its employee(s) use funds under the Contract to publish reports and other materials completed in whole or in part as a result of the Contract, the author shall ensure that the paper or Web site bears the following statement as well as the BOEMRE logo on the front cover or title page of such document and other materials:

“THIS **\*\*PUBLICATION/WEB SITE\*\*** IS FUNDED (“**IN PART IF APPROPRIATE**”) WITH QUALIFIED OUTER CONTINENTAL SHELF OIL AND GAS REVENUES BY THE COASTAL IMPACT ASSISTANCE PROGRAM, BUREAU OF OCEAN ENERGY MANAGEMENT, REGULATION AND ENFORCEMENT, U.S. DEPARTMENT OF THE INTERIOR.”

The BOEMRE logo should be located on the lower right corner of the acknowledgement.

#### 3.3 CIAP FUNDING STATEMENT

If Subgrantee or its employee(s) use funds under this Contract to publish a paper based, in whole or in part, on the work funded by the Contract, the author shall ensure that the paper bears the following statement as well as the BOEMRE logo on the front cover or title page of the paper:

“THIS PAPER IS FUNDED (“**IN PART IF APPROPRIATE**”) BY HOUSTON ADVANCED RESEARCH CENTER (HARC) AND THE TEXAS GENERAL LAND OFFICE (GLO) THROUGH A GRANT FROM THE U.S DEPARTMENT OF THE INTERIOR, BUREAU OF OCEAN ENERGY MANAGEMENT, REGULATION AND ENFORCEMENT, **COASTAL IMPACT ASSISTANCE PROGRAM**. THE VIEWS EXPRESSED HEREIN ARE THOSE OF THE AUTHOR(S) AND DO NOT NECESSARILY REFLECT THE VIEWS OF HARC, THE GLO, OR THE

BUREAU OF OCEAN ENERGY MANAGEMENT, REGULATION AND ENFORCEMENT.”

If Subrecipient or its employee(s) use grant funds under the Contract to produce signage as part of a presentation related to this Project, Subrecipient shall ensure that the signage bears the following statement as well as the BOEMRE logo on all signs:

“THIS PROJECT IS FUNDED ("IN PART" IF APPROPRIATE) BY HOUSTON ADVANCED RESEARCH CENTER AND THE TEXAS GENERAL LAND OFFICE THROUGH A GRANT FROM THE **U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF OCEAN ENERGY MANAGEMENT, REGULATION AND ENFORCEMENT, COASTAL IMPACT ASSISTANCE PROGRAM.**”

### 3.4 CIAP PUBLICATION

All information submitted for publication or other public releases of information regarding this Project shall carry the following disclaimer:

**“THE VIEWS AND CONCLUSIONS CONTAINED IN THIS DOCUMENT ARE THOSE OF THE AUTHORS AND SHOULD NOT BE INTERPRETED AS REPRESENTING THE OPINIONS OR POLICIES OF THE U.S. GOVERNMENT OR THE STATE OF TEXAS. MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS DOES NOT CONSTITUTE THEIR ENDORSEMENT BY THE U.S. GOVERNMENT OR THE STATE OF TEXAS”.**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with grant funds, Subrecipient shall clearly state (i) the percentage of the total costs of the project or program which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources. ALL DOCUMENTS AND MATERIALS MUST CONTAIN THE BOEMRE LOGO ON THE FRONT OR TITLE PAGE.

### 3.5 SURVIVAL

THE PROVISIONS OF THIS ARTICLE 3 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE CONTRACT.

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## **Article 4 - SPECIAL CONDITIONS APPLICABLE TO REAL ESTATE IMPROVEMENTS AND LAND ACQUISITIONS**

### **4.1 USE AND DISPOSITION OF PROPERTY**

Any property improved or acquired under the Contract shall be governed by the requirements of Title 43, CFR, Part 12.

Any real property improved or acquired with funds from the Subgrant must be used and disposed of in accordance with the provisions of **Section E** of the Grant Award Agreement.

### **4.2 FEDERAL REQUIREMENTS FOR LAND ACQUISITION**

For all land acquisitions, Subrecipients must comply with **Section E** of the Grant Award Agreement.

### **4.3 IMPROVEMENTS**

If funds under the Contract are used to improve real property, Subrecipient must file a memorandum of agreement in the county records where the property is located notifying third parties as follows:

THIS PROPERTY MUST BE USED IN PERPETUITY FOR THE PURPOSES FOR WHICH IT WAS ACQUIRED UNDER THE COASTAL IMPACT ASSISTANCE PROGRAM. IF THE PROPERTY IS EVER SOLD OR USED FOR PURPOSES CONTRARY TO THOSE FOR WHICH IT WAS ACQUIRED, THE U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF OCEAN ENERGY MANAGEMENT, REGULATION AND ENFORCEMENT, MUST BE COMPENSATED IN ACCORDANCE WITH FEDERAL LAW (43 C.F.R. PART 12).

Prior to any construction undertaken under the Contract, Subrecipient shall deliver to HARC one (1) copy of Plans to be used for the Project. Any construction to be undertaken with funding from the Contract shall be completed in compliance with final Plans approved by HARC.

UPON COMPLETION OF CONSTRUCTION, SUBRECIPIENT SHALL SUBMIT A FINAL "AS BUILT" DESIGN, IF REQUIRED BY THE LOCAL BUILDING CODE OR LOCAL BUILDING OFFICIAL, AS WELL AS PHOTOGRAPHS OF THE CONSTRUCTION IN THE FINAL REPORT.

Subrecipient may not remove any improvements constructed with funds provided under the Contract, unless the BOEMRE is compensated in accordance with the Administrative and Audit Regulations.

### **4.4 SURVEYS REQUIRED**

**(a) Inland Survey.** In the event that land is to be acquired with funds under the Contract, any parcel of land that (1) does not abut any waters and (2) is acquired by lot and block may be surveyed by a "registered professional land surveyor" or "RPLS" as that term is defined in Chapter 1071 of the Texas Occupations Code.

Any survey conducted by an RPLS under this section must be accompanied by certified copies of each subdivision block in which the acquisitions will be located. Subrecipient shall record any and all surveys required under this subsection in the records of the County Surveyor (or the records of the County Clerk if there is no County Surveyor) of the county in which the land is located.

- (b) **Survey of Land Abutting Water.** Any parcel of land to be acquired with funds under the Contract other than land described in **Section 4.4(a)**, above, must be surveyed by a “licensed state land surveyor” or “LSLS” as that term is defined in Chapter 1071 of the Texas Occupations Code.
- (c) **Coastal Boundary Survey.** In the event that a coastal boundary survey is required for the Project, Subrecipient must conduct the coastal boundary survey for the Project site in accordance with Section 33.136 of the Texas Natural Resources Code. For surveys of tracts on or adjacent to Gulf beaches, maps, surveys, and/or profiles shall not delineate or map vegetation, the line of vegetation, or the landward boundary of the public beach. Such maps, surveys, and/or profiles shall also not include any mention of the location of the line of vegetation or the boundary of the public beach. For any work funded in whole or part by funds under the Contract, vegetation, the line of vegetation, and/or the landward boundary of the public beach can only be mapped, delineated, or described with specific written authorization from HARC and the GLO. The coastal boundary survey must contain the following statement:

“THIS SURVEY DOES NOT, NOR IS IT INTENDED TO BE USED TO, IDENTIFY, DELINEATE, OR FIX THE LINE OF VEGETATION OR THE LANDWARD BOUNDARY OF THE PUBLIC BEACH.”

- (d) **REQUIRED DEED LANGUAGE AND RESTRICTIONS.** If funds under the Contract are used to acquire real property, the acquisition deed must contain the following language:

“THIS PROPERTY MUST BE USED IN PERPETUITY FOR THE PURPOSES FOR WHICH IT WAS ACQUIRED UNDER THE COASTAL IMPACT ASSISTANCE PROGRAM AND IS SUBJECT TO THE RESTRICTIONS OF THE COASTAL IMPACT ASSISTANCE PROGRAM. IF THE PROPERTY IS EVER SOLD OR USED FOR PURPOSES CONTRARY TO THOSE FOR WHICH IT WAS ACQUIRED, THE FEDERAL AWARING AGENCY MUST BE COMPENSATED IN ACCORDANCE WITH FEDERAL LAW (43 C.F.R. PART 12).”

If grant funds under the Contract are used to improve public or private real property, Subrecipient must file in the real property records of the county where the property is located, a memorandum of restriction, conservation servitudes or easements affecting the real property, in a form acceptable to

HARC and the GLO, that will protect the land and its natural resources and preserve the public use and benefit of the land.

**4.5 APPRAISALS**

All appraisals performed in connection with the acquisition of land and/or easement under this section shall be completed in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions. These standards can be found at: [www.usdoj.gov/enrd/land-ack/yb2001.pdf](http://www.usdoj.gov/enrd/land-ack/yb2001.pdf).

**4.6 GLO APPROVAL OF REAL ESTATE DOCUMENTS**

The survey, appraisal, and the memorandum of restrictions, conservation servitudes, easement, or deed must be approved by the GLO. A recorded copy of the memorandum of restrictions, conservation servitudes, easement, or deed must be submitted to the Grant Administer.

The GLO will not “hold” an easement or accept a third-party right of enforcement.

**4.7 SURVIVAL**

THE PROVISIONS OF THIS ARTICLE 4 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE CONTRACT.

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## ARTICLE 5 - MISCELLANEOUS TERMS AND CONDITIONS

### 5.1 FEDERAL REGULATORY REQUIREMENTS

Subrecipient carries the responsibility to be aware of and comply with the federal regulatory requirements for federal financial assistance awards included in the Code of Federal Regulations and listed in **Section F** of the Grant Award Agreement, as applicable.

### 5.2 COMPLIANCE WITH TEXAS COASTAL MANAGEMENT PROGRAM (CMP)

If the Project is located within a coastal management zone established by Chapter 33 of the Texas Natural Resources Code, Subrecipient shall complete the requirements of the Contract in compliance with the CMP Rules, and shall ensure that the performance of all subcontractors is in compliance therewith.

### 5.3 FEDERAL ASSURANCES

Subrecipient shall execute the Assurances-Non-Construction Programs Form, attached to the Contract as **Attachment D**, and submit it with the signed Contract, assuring that it will comply with all federal statutes listed thereon and, when applicable, shall obtain and return completed assurance of compliance forms from its subcontractors.

### 5.4 DEBARMENT AND LOBBYING CERTIFICATION

(a) Subrecipient, in compliance with Executive Order 12549, "Debarment and Suspension;" and Title 15, CFR, Part 26, Subparts A through E, "Governmentwide Debarment and Suspension," shall, by executing Standard Form CD-512, included as Page 1 of **Attachment E**, certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any state or federal department or agency; and that no federal funds have been or will be paid to any person for influencing or attempting to influence any party named therein.

(b) Prior to engaging any contractor or subcontractor, Subrecipient shall verify the contractor's or subcontractor's eligibility for receiving state or federal funds, using: (1) the Texas Comptroller of Public Accounts' Vendor Performance Program for suspended and debarred vendors, located at:

[www.window.state.tx.us/procurement/prog/vendor\\_performance](http://www.window.state.tx.us/procurement/prog/vendor_performance)

**and**

(2) the Federal General Services Administration's Excluded Parties List System located at:

[www.epls.gov](http://www.epls.gov)

### 5.5 LOBBYING DISCLOSURE

If at any time any non-federal funds have been paid for such purposes, Subrecipient shall complete and submit the Disclosure of Lobbying Activities Form (Standard Form-LLL), attached hereto and incorporated herein for all purposes as Page 2 of **Attachment E**.

## 5.6 HISTORICALLY UNDERUTILIZED BUSINESSES

- (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 GLO. HARC and the GLO encourage Subrecipient to adhere to this same philosophy in selecting subcontractors to assist in fulfilling Subrecipient's performance under the Contract. In addition to other information required by the Contract, Subrecipient will provide HARC with pertinent details of any participation by a HUB in fulfilling Subrecipient's performance under the Contract.
- (b) HARC and the GLO encourage Subrecipients 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:  
[www.window.state.tx.us/procurement/prog/hub/mentorprotege](http://www.window.state.tx.us/procurement/prog/hub/mentorprotege).
- (c) Subrecipient shall, not later than the dates listed on **Attachment G** of the Contract, complete and return the HUB expense report included in **Attachment G**.

## 5.7 BUY AMERICAN ACT REQUIREMENTS

Subrecipient shall take notice of the Buy American Act Requirements set forth in **Section F** of the Grant Award Agreement.

## 5.8 SEAT BELT POLICIES AND PROGRAMS

Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs as described in the Grant Award Agreement.

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