



MATAGORDA BAY MITIGATION TRUST

RFP# 2020-2021-1

Questions and Answers

November 30, 2020

1. Item 12 in the contract says “VENUE Recipient acknowledges and agrees that this Contract is being performed in Calhoun County, Texas. Recipient agrees that any permissible cause of action involving this Contract arises solely in Calhoun County.” Does that mean all projects have to be located within Calhoun County? *Answer: No, that does not mean the projects have to be located in Calhoun County. It means that if there is a legal dispute to be resolved on the project it will have to be filed in a Calhoun County courtroom.*
2. Does the word “salaries” exclude the associated fringe benefits? *Answer: No, it includes the associated fringe benefits*
3. I have a question regarding matching. The RFP states that it is not required but encouraged. The RFP also limits the IDC. Would the difference in our federally negotiated rate and what we are allowed to charge per your RFP be permitted to be listed as matching on the application? *Answer: Yes, you may designate the difference between your federally negotiated IDC and the Trust’s allowable IDC as match.*
4. In Attachment B, the RFP states that “The undersigned agrees this submission becomes the property of the Matagorda Bay Mitigation Trust (Trust) after the published submission deadline.” I saw a question related to this statement in the Q&A section, and the answer provided by MBMT stated that “After the Trust has made funding decisions, the submitting parties regain their ability to submit their proposals or similar proposals to other funding opportunities including any additional calls for proposals by the Trust.” My questions are . . . What if the proposal has been previously submitted to another funding entity, but we are not sure that we will receive funding and a decision will not be made prior to the MBMT application deadline – will the MBMT accept proposals that have been submitted elsewhere prior to this funding opportunity? And does signing Attachment B affect those the proposals that have submitted elsewhere in any way? *Answer: That clause does not apply to any proposals previously submitted to other funding opportunities.*
5. We are working with a couple of other entities on a proposal. In addition to that, we are considering submitting a separate proposal. I’m concerned that we are competing for the same funds, and don’t want to weaken the probability of the first being awarded due to the second proposal. At the end of the day, they complement each other, but there are limited funds available. *Answer: Each proposal submitted will be evaluated on its own merits on the basis of the effectiveness of addressing the Funding Priorities, demonstrated competence and qualifications to perform the project and for a fair and reasonable price.*

6. I'm not clear on the \$500,000. The RFP states that would be the maximum amount for a single project award. Does that mean that 500K is the total amount for each category? *Answer: No, the \$500K maximum award is for any individual project. There is no maximum award amount per funding priority. Or could numerous proposals be awarded, totaling over \$500K in a category? Answer: Yes, that is possible.*
7. Do you have a calendar estimate for when the next RFP will be released? *Answer: This RFP is calling for proposals authorized under Paragraph 62 of the Consent Decree. The next RFP for proposals authorized under Paragraph 62 of the Consent Decree will be after May 2021 when the Trust receives its next year's funding from Formosa. The Trust will be issuing another RFP after January 1, 2021 for scientific research studies authorized under Paragraph 61 of the Consent Decree.*
8. I have a few questions related to the insurance requirements that are outlined on pages 12-13 of the MBMT contract and on page 13 of the RFP. In all cases, I ask them because they seem applicable to private businesses/entities but not to state agencies/entities, as we are.
 1. As a State of Texas entity, we do not purchase General Liability insurance, since we don't have the potential for liability that a private entity would have. As a state agency, could GL insurance requirement be waived?
 2. Again, we normally do not purchase Errors and Omissions insurance, nor does the RFP demonstrate exactly what type of E&O coverage they are requesting. Could this requirement be waived for a state entity? If not, would you explain exactly what type of E&O coverage is requested?
 3. Our organization is a participant in a state pool for State of Texas agencies, so we do not purchase actual workers' comp coverage, nor would we have employers legal liability coverage. Can these insurance requirements be waived for an organization such as ours?

Answer: You are correct that the insurance requirements that you referenced in your email below are applicable to private businesses and entities. Because governmental entities were created and operate under various and differing state laws, it was not possible to accommodate all those variations in the RFP and contract template. Please state on the exception page what state law does allow or require your governmental entity to provide or be exempt from and appropriate language recognizing that can be developed during contract negotiations if your proposal is accepted.