

REQUEST FOR PROPOSALS

The Regulatory Assistance Project

Education and Outreach on Dynamic Transfers for Renewable Energy in the Western Interconnection Western Renewable Energy Zones Initiative – Phase 3

Proposal Due Date: Dec. 3, 2012

Nov. 9, 2012

INVITATION TO BID

DATE: November 9, 2012
BID NO: WREZ3
DIRECT INQUIRIES TO: Carol Martin
PHONE NO: (802) 498-0705

RETURN BID TO: The Regulatory Assistance Project
50 State Street, Suite 3
Montpelier, Vermont 05667

DATE BID DUE: **Dec. 3 at 4 p.m. Eastern time**

Bids properly marked as to BID NO., DATE, and HOUR of opening, subject to the conditions herein stipulated and in accordance with the specifications set forth and/or attached hereto, will be accepted at the address listed above prior to the date and time listed for the bid opening.

SEALED COMPETITIVE PROPOSAL FOR:
**Education and Outreach on Dynamic Transfers for Renewable Energy
in the Western Interconnection
Western Renewable Energy Zones Initiative – Phase 3**

IMPORTANT: Bidders should read the entire RFP document before submitting bid.
BIDS MUST BE SIGNED IN BLUE INK.

TERMS: Terms of less than 30 calendar days will not be considered.

TYPED OR PRINTED SIGNATURE

Handwritten signature by Authorized
Officer or Agent of Vendor (in ink)

VENDOR NAME AND ADDRESS

TITLE _____
DATE _____
PHONE # _____

The above bid is subject to Terms and Conditions on attached sheets.

RETURN THIS COPY

PROPOSER COST SUBMITTAL

PROPOSER'S NAME

PROPOSER'S ADDRESS STREET AND NUMBER

CITY STATE ZIP CODE

NAME OF AUTHORIZED OFFICIAL (PRINT OR TYPE)

OFFICIAL TITLE

SIGNATURE OF AUTHORIZED OFFICIAL

TELEPHONE NUMBER

E-MAIL ADDRESS

TOTAL COST _____

RFP TERMS AND CONDITIONS

1. LATE BIDS/PROPOSALS WILL NOT BE ACCEPTED OR CONSIDERED. It is the responsibility of the bidder/proposer (hereinafter “bidder” or “proposer”) to ensure that the bid/proposal (hereinafter “bid” or “proposal”) arrives prior to the time and at the place indicated in the bid. Telephone or facsimile responses will not be accepted.
2. Specifications are provided to identify product/service required and to establish an acceptable quality level. Bids on products of equal quality and usability will normally be considered unless otherwise stated. The Regulatory Assistance Project (RAP) will be the sole judge in determining “equals” in regard to quality, price and performance.
3. Bidders shall furnish all the information required and are expected to examine the drawings, specifications, schedule of delivery and all instructions. Should the bidder find any part of the listed specifications, terms and conditions to be discrepant, incomplete or otherwise questionable in any respect, it shall be the responsibility of the bidder to call such matters to the attention of RAP immediately. Failure to do so will be at the bidder’s risk. All official changes to this bid will be furnished, in writing by RAP.
4. The bidder shall furnish the products and/or services in strict accordance with the specifications.
5. The bid should be returned in an envelope sealed and properly marked as to bid number and opening time and date.
6. No bid shall be withdrawn for a period of less than sixty (60) calendar days subsequent to the opening of the bids, unless otherwise stipulated by RAP.
7. Americans with Disabilities Act (ADA) Requirements. The vendor assures that, at all times during the performance of this contract, no qualified individual with a disability shall, by reason of that disability, be excluded from participation in, or be denied benefits of services, programs, or activities performed by the vendor or be subject to any discrimination by the vendor.
8. Independent Contractor. The Contractor shall perform its duties herein as an independent contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be, or shall be deemed to be, an employee or agent of the RAP. Contractor shall pay when due all required employment taxes and income tax withholding, shall provide and keep in force workers compensation (and show proof of such insurance) and employment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees, and its agents.
9. Bidder agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination and unfair labor practices.

General

1. All products/services produced in response to the contract resulting from this RFP will become the sole property of RAP and the project's funders, WGA and USDOE.
2. The project deliverables will be not be distributed, copied, or shared without the prior written approval of RAP.
3. The successful offeror may be an individual company, entity, or institution, or may be composed of a team of companies, entities, and/or institutions to handle the development and routine operation portions of this project.
4. No changes to the staffing of the prime and any subcontractors can be made without prior written approval by RAP.

ADMINISTRATIVE INFORMATION

- A. ISSUING OFFICE: This Request for Proposal (RFP) is issued by The Regulatory Assistance Project (RAP). RAP is the sole point of contact on this RFP.
- B. INVITATION TO SUBMIT PROPOSALS: RAP is hereby contacting prospective offerors who have an interest or are known to do business relevant to this RFP. All interested offerors who were not contacted are invited to submit a proposal in accordance with the rules, procedures, and dates set forth herein. In the event of “No Bid”, please sign the Invitation for Bid form, indicating “No Bid,” and return it to RAP.
- C. PURPOSE: This RFP provides prospective offerors with sufficient information to enable them to prepare and submit proposals for consideration by RAP to satisfy the need for expert assistance in the completion of the goals of this RFP.
- D. SCOPE: This RFP contains the instructions governing the proposal to be submitted and the material to be included therein, including mandatory requirements which must be met to be eligible for consideration.

E. PROPOSED SCHEDULE OF ACTIVITIES:

1.	RFP Published	11/9/2012
2.	Prospective Bidders’ written question deadline	11/19/2012
3.	Pre-Proposal Conference	11/21/2012
4.	Proposal Submission	
	2 hard copies including original and 1 electronic copy	12/3/2012
6.	Review Committee Bid Evaluation Meeting	12/7/2012
7.	Bidder Interviews (option of RAP)	TBD
8.	Proposal Selection (estimated)	12/12/2012
9.	Deadline for Contract Signature	12/19/2012

- F. INQUIRIES: Unless otherwise noted, prospective offerors may make written inquiries via email concerning this RFP to obtain clarification of the requirements. No inquiries will be accepted after the date/time indicated in the Schedule of Activities. Send all inquiries to:

WREZ3bids@raponline.org
Subject Line: WREZ3

Response to offerors inquiries will be made in writing in a timely manner to all prospective offerors. Any oral interpretations of clarifications to this RFP shall not be relied upon. All changes to this RFP must be in writing to be valid.

- G. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

- H. PROPOSAL SUBMISSION: Proposals must be received on or before the date and time indicated in the Invitation to Bid. Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received by RAP on or before the proposal opening date and time. Offerors mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. Two (2) copies of the bidder's proposal shall be delivered or sent by mail to:

Carol Martin
Regulatory Assistance Project
50 State Street, Suite 3
Montpelier, VT 05602

In addition, by the proposal due date and time, an electronic copy of the proposal must be emailed to:

WREZ3bids@raponline.org
Subject Line: WREZ3

The RAP *Invitation for Bid* form must be signed in blue ink by the offeror or an officer of the offeror legally authorized to bind the offeror to the proposal. Proposals that are determined to be at variance with RFP requirements may not be accepted. Proposals must be submitted and sealed in a package showing the following information on the outside of the envelope:

OFFEROR'S NAME
RFP-NO. [WREZ3]
PROPOSAL DUE DATE AND TIME

- I. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL: In the event that it becomes necessary to revise any part of this RFP, an addendum will be provided to each offeror who received the original RFP. It is the responsibility of offerors, prior to the bid date, to enquire as to addenda issued and ensure their bid reflects any and all changes. RAP will maintain a register of holders of this RFP. Any party receiving this RFP other than from RAP should inform RAP of its interest in order to ensure receipt of any addenda.
- J. BIDDER INTERVIEWS: Offerors who are deemed most qualified after initial evaluation may be asked to interview with the selection committee.
- K. ACCEPTANCE OF RFP TERMS: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the offeror or an officer of the offeror legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions, including compensation, as set forth herein. Any offeror shall identify clearly and thoroughly any variations between its proposal and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance.

- L. PROTESTED SOLICITATIONS AND AWARDS: Any actual or prospective offeror or Contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Chief Operating Officer of RAP. The protest shall be submitted in writing within seven working days after such aggrieved person knows or should have known.
- M. COST DATA/BUDGET: Proposals for \$10,000 or more must include Cost/Data/Budget providing factual information concerning the cost of labor, material, travel, overhead and other cost elements expected to be incurred.
- N. CONFIDENTIAL/PROPRIETARY INFORMATION: Any restrictions on the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted by the offeror with the proposal. The offeror must state specifically what elements of the proposal are to be considered confidential or proprietary. Confidential and proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential or proprietary information and other information is not acceptable. RAP will make a written determination as to the apparent validity of any request for confidentiality and send it to the offeror. Neither a proposal in its entirety nor proposal price information will be considered confidential or proprietary. Any information that will be included in any resulting contract cannot be considered proprietary.
- O. RFP RESPONSE MATERIAL OWNERSHIP: All material submitted regarding this RFP becomes the property of RAP. Proposals may be reviewed by any person after the Notice of Intent to Award letter has been issued. RAP reserves the right to use any and all information and material presented in reply to the RFP, subject to the limitations outlined in (N), Confidential/Proprietary Information. Disqualification of an offeror does not eliminate this right.
- P. PROPOSAL PRICES: Estimated proposal prices are not acceptable. The proposal budget must show the cost of work toward a deliverable task, including time and expenses. The winning bidder's contract will be issued as a fixed fee contract, based on the proposal budget.
- Q. SELECTION OF PROPOSAL: All offerors will be notified in writing regarding the results of the RFP evaluation. Upon review and approval of the evaluation committee's recommendation for award, RAP will issue a Notice of Intent to Make Award letter to the apparent, successful offeror. A contract must be completed and signed by all parties concerned on or before the date indicated in the Schedule of Activities. If this date is not met through no fault of RAP, RAP may elect to cancel the Notice of Intent to Make Award letter and make the award to the next most responsive offeror.
- R. AWARD OF CONTRACT: The award will be made to that offeror whose proposal, conforming to the RFP, will be the most advantageous to RAP, price and other factors considered.
- S. ACCEPTANCE OF PROPOSAL CONTENT: The contents of the proposal of the successful offeror, including persons specified to implement the project, will become contractual

obligations if acquisition action ensues. Failure of the successful offeror to accept these obligations in a contract may result in cancellation of the award, and such offeror may be removed from future solicitations.

- T. STANDARD CONTRACT: RAP reserves the right to incorporate standard RAP contract provisions into any contract resulting from this RFP.
- U. RFP CANCELLATION: RAP reserves the right to cancel this Request for Proposal at any time without penalty.
- V. RAP OWNERSHIP OF CONTRACT PRODUCTS/SERVICES: Proposals, upon established opening time, become the property of RAP. All products/services produced in response to the contract resulting from this RFP will become the sole property of RAP and the project funders, WGA and US DOE. The contents of the successful offeror's proposal will become contractual obligations, unless otherwise determined by RAP.
- W. INCURRING COSTS: RAP is not responsible for any cost incurred by offerors prior to the issuance of a legally executed contract or procurement document. No proprietary interest of any nature shall occur until a contract is awarded and signed by all concerned parties.
- X. MINORITY PARTICIPATION: It is RAP's goal to achieve maximum participation of minorities in the procurement process. Accordingly, minority enterprises are to be utilized whenever possible. By the submission of a proposal, the offeror shall agree to utilize the maximum amount of minority business firms that the offeror finds to be consistent with the efficient performance of any resulting contract.
- Y. NON-DISCRIMINATION: The offeror shall comply with all applicable state and federal laws, rules, and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, or sex.
- Z. REJECTION OF PROPOSALS: RAP reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of RAP.
- AA. PARENT COMPANY: If an offeror is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number shall be provided in the proposal.
- BB. NEWS RELEASES: News releases pertaining to this RFP shall not be made prior to execution of the contract without prior written approval of RAP.
- CC: CONTRACT CANCELLATION: RAP reserves the right to cancel, for cause, any contract resulting from this RFP by timely written notice to the Contractor.

DD. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. By submission of this proposal, each offeror certifies, and in the case of a joint proposal each party thereto certifies, as to its own organization, that in conjunction with this procurement:
 - (a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
 - (c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

2. Each person signing the *Invitation for Bid* form of this proposal certifies that:
 - (a) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered herein and that he has not participated, and will not participate in any action contrary to (1)(a) through (1)(c) above; or
 - (b) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate in any action contrary to (1)(a) through (1)(c) above; and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

3. A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has been deleted or modified. Where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designees, determines that such disclosure was not made for the purpose of restricting competition.

EE. ASSIGNMENT: Except for assignment of antitrust claims, neither party to any resulting contract may assign any portion of the agreement without the prior written consent of the other party.

FF. AVAILABILITY OF FUNDS: Financial obligations of RAP payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the project funders, WGA and USDOE. In the event funds are not available, any resulting contract will become null and void, without penalty to RAP.

- GG. INDEMNIFICATION: To the extent authorized by law, the Contractor shall indemnify, save and hold harmless RAP, its employees, and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.
- HH. VENUE: The laws of the State of Vermont, U.S.A. shall govern in connection with the formation, performance, and the legal enforcement of any resulting contract.

II. SCOPE OF WORK AND PROPOSAL

1.0 PURPOSE AND OVERVIEW

This project will identify, document and convey information on dynamic transfer of generation from one Balancing Authority Area to another in the Western Interconnection, including:

- A clear explanation of dynamic transfers and the purpose they serve;
- Current and potential future use of dynamic transfers;
- Interaction of dynamic transfers with state renewable energy requirements;
- Potential benefits of dynamic transfers for development of renewable generation sources;
- Role of dynamic transfers in integrating variable energy resources at least cost;
- Dynamic transfer limits and ways to mitigate limits;
- Geographic areas of greatest potential for dynamic transfers;
- Prioritizing potential transmission system improvements to accommodate dynamic transfers where they can be of greatest benefit;
- Challenges in using dynamic transfers and potential tools and solutions to address these challenges; and,
- Interaction of dynamic transfers with other measures, such as an Energy Imbalance Market and intra-hour scheduling.

The project will conduct outreach to explain dynamic transfers to key stakeholders in the West, including the State-Provincial Steering Committee, the Committee on Regional Electric Power Cooperation, and appropriate committees of the Western Electricity Coordinating Council.

2.0 BACKGROUND

WGA's Western Renewable Energy Zones (WREZ) initiative aims to develop areas with abundant, high-quality renewable resources in the Western Interconnection and establish an efficient network of interstate transmission lines to deliver the energy to load centers. Phase 3 of the WREZ initiative explores possible coordination among utilities to procure resources and build transmission to support development of WREZ hubs. A WGA [report](#) issued in March 2012 for the WREZ initiative points toward the importance of dynamic scheduling, among other measures, for meeting state renewable energy standards.

The June 10, 2012, WGA [report](#), *Meeting Renewable Energy Targets in the West at Least Cost: The Integration Challenge*, explained how dynamic transfers – dynamic scheduling and pseudo-ties – to deliver electricity from one Balancing Authority Area to another can reduce the cost of integrating variable energy resources into the Western Interconnection and enable interregional energy exchanges. The report made a number of recommendations to facilitate dynamic transfers. Among them:

- Determine priority for transmission system improvements to alleviate restrictions on dynamic transfers considering locations for existing and potential renewable generation and balancing resources, and lines needed for dynamic transfers.
- Conduct outreach and disseminate information to stakeholders on the implications of dynamic transfer limits and potential system impacts of dynamic scheduling in order to help identify

solutions.

On Oct. 25, 2012, the Western Interstate Energy Board released a draft [report](#) for the WREZ initiative on renewable energy and transmission planning in California and where stakeholder input is likely to have the greatest impact on regional development of resources and transmission lines. The draft report further emphasizes the potential benefits of dynamic transfers for interregional energy exchanges.

3.0 WORK TASKS

3.1 Detailed work plan

By January 7, 2013, Contractor will submit to RAP a detailed, draft Workplan for approval. The detailed Workplan will include identification of information sources to be used in the project, identification of interim project milestones, an outline of educational materials on dynamic transfers to be developed, and a description of outreach activities. Contractor will address any concerns with the draft Workplan identified by RAP and submit a final Workplan by January 16, 2013.

3.2 Educational Materials

Contractor will deliver draft educational materials on dynamic transfers by Feb. 20, 2013, with final materials to be delivered by March 15, 2013. These materials will be the informational foundation for outreach activities and will provide technically sound explanations useful for a non-engineering audience. The draft materials shall be peer reviewed by experts in dynamic scheduling, including transmission providers in the Western Interconnection. The materials will incorporate work underway or completed by the Northwest Power Pool, Western Electricity Coordinating Group, California ISO, ColumbiaGrid, Northern Tier Transmission Group, the Joint Initiatives, and others.

3.3 Outreach

Contractor will present findings and recommendations described in the educational materials in a webinar organized for states/provinces, industry, and other interested parties.

As requested, the Contractor will likely make presentations to a PUC EIM Group meeting, various forums within the Western Electricity Coordinating Council including WECC Joint Committee meetings and Variable Generation Subcommittee meetings, and a proposed April 2013 joint meeting of the State-Provincial Steering Committee and the Committee on Regional Electric Power Cooperation.

While these are subject to change, for purposes of budgeting, the Contractor should include in the proposal expenses for presentations at five meetings in the following locations: San Diego CA; Salt Lake City UT; Portland OR; Albuquerque NM; and, Denver CO.

4.0 DELIVERABLES and SCHEDULE

Deliverable	Due Date
Draft Workplan Submitted for Review	January 7, 2013
Final Workplan Submitted	January 16, 2013
Draft Educational Materials Submitted for Review	February 20, 2013
Final Educational Materials Submitted	March 15, 2013
Webinar/Presentations/Outreach	March 18 – June 30, 2013

5.0 BUDGET

RAP is expecting project costs to not exceed \$40,000, inclusive.

6.0 PROPOSAL

Any response to the RFP must contain the following sections:

- A. Task completion requirements. Proposals should include: the approach to be taken and the rationale for taking this approach; outreach objectives; potential formats/media for the final educational materials and presentations; and, a project budget including hours and cost by task and travel expenses by destination.
- B. Related experience. Proposals should include description of the Contractor’s expertise and experience with similar work, including the specific qualifications of the proposed staff.
- C. Two references with email addresses and telephone numbers. These references should be individuals who can speak to the proposer’s experience with the subject matter of the project and ability to successfully deliver all products and services.
- D. Completed *Invitation to Bid* form.
- E. Completed *Proposer Cost Submittal* form.

Proposal responses are limited to 50 pages, including key staff resumes and budgets. Two (2) copies of each proposal and one (1) electronic copy must be supplied. The electronic copy should be exactly as the hard copy and must be submitted in Adobe Acrobat PDF format via email to WREZ3bids@raponline.org, Subject Line: WREZ3

6.1 Amendments to the RFP

RAP reserves the right to issue amendments in the form of addenda to this RFP prior to the date for proposal submissions. All persons known by RAP to have received the RFP will be sent any and all amendments. Failure to acknowledge receipt of the amendments in accordance with the instructions contained in the addenda may result in proposals being rejected. RAP will allow a reasonable time for the acknowledgment of receipt following issuance of the amendments.

RAP reserves the right to issue amendments after the date of proposal openings. All persons submitting proposals will be sent any such amendments. The failure to acknowledge receipt of amendments provisions stated in the previous paragraph will apply to post-opening amendments as well.

6.2 Submission of Proposal

All proposals must be received by RAP, on or before 4 p.m. Eastern time on Dec. 3, 2012. The proposals will be publicly acknowledged at that time. Acknowledgment of the submissions will occur by Dec. 5, 2012.

Telephone, telegraph, e-mail, or fax proposals will not be accepted in lieu of the hard copy submission. The required e-mail submission will not count as the official submission. A late proposal will not be eligible for consideration and will be returned unopened, with notification of the reason for its refusal. Proposers must submit their cost proposal, rounded to the nearest dollar, on the *Proposer Cost Submittal* form that accompanies this RFP.

6.3 Modification of Proposal

Proposal modification by amendment will be accepted on conditions that:

- 1) The amendment arrives before the deadline for proposal submittal;
- 2) The amendment is in writing and signed by the proposer; and
- 3) The proposal, as amended, conforms in all aspects to the requirements in this RFP.

6.4 Withdrawal of Proposal/Mistakes in Bid

A proposal may be withdrawn at any time prior to the proposal opening.

6.5 Disqualification of Proposers

RAP reserves the right to reject any and all proposals in writing, before or after the opening, for evidence of conditions including but not limited to collusion with intent to defraud or other illegal practices on the part of the proposer.

6.6 Non-Conformance

Any proposal that does not conform to all of the requirements of the RFP may be rejected. RAP will so notify the affected proposer in writing of the rejection and the reason for the rejection.

6.7 Proposers Conference/Questions and Answers

A telephone conference for potential bidders will be held at 11 a.m. Eastern time on November 21, 2012. The call in number is:

1-800-406-9170
Conference Code #2522047244

RAP will accept written questions through the close of business November 23, 2012. RAP will provide written answers to all written questions as expeditiously as possible to all persons and entities known to have received this RFP. The responses to questions will become a part of the RFP.

Any corrections or necessary revisions that are identified will result in a formal amendment to this RFP, which will be provided to all persons and entities known to have received this RFP.

6.8 Evaluation of Proposals

An evaluation committee will be established to evaluate all proposals, in accordance with the criteria listed below. After the initial review of the proposals by the evaluation committee, the proposers may be asked to make an oral presentation in support of their proposals. It is likely that the oral presentation will be done by telephone conference. Upon final consideration, the evaluation team will make a recommendation to the Director of US Programs of RAP. The Director of US Programs will make the final decision.

The evaluation committee is responsible for developing a final ranking of each proposal and recommending that the proposer deemed to be in the best interest of RAP be awarded the contract.

Proposals will be evaluated based on the following criteria:

- 1) The ability to provide sound technical support;
- 2) Experience with similar projects;
- 3) Personnel qualifications;
- 4) Availability and support of management;
- 5) Completeness and clarity of the proposal;

- 6) Cost;
- 7) Schedule; and
- 8) Offers of in-kind (no cost to RAP) services from the bidder's organization, which will be reviewed under established RAP procedures.

6.9 Award of Contract

The contract shall be awarded to the proposer determined to be the most advantageous to RAP.

Before an award can be made to a proposer, RAP reserves the right to reject any and all proposals or waive any minor non-substantive irregularity in proposals received. Upon selection of a proposal, RAP will issue a Letter of Intent specifying a date by which a contract must be executed.

In the event the selected proposer withdraws their proposal, the award shall be made to the next highest ranking proposer as determined by the Director of US Programs.

6.10 Contract Duration

RAP intends to sign the contract by December 19, 2012. The term of the contract shall be from date of signature through June 30, 2013.

6.11 RAP Preference

Any or all proposals may be rejected in whole or in part if the Director of US Programs determines in writing that such action is in RAP's best interest.

6.12 Confidentiality

The contents of all proposals, correspondence, working papers, and any other medium that discloses any confidential aspect of the proposal shall be held in the strictest confidence until notice of intent to award.

All proposals will be publicly opened. A register of proposals will be developed by the evaluation committee, providing a proposer name and description of that proposal. This register of proposals will be made public only after the contract is awarded. Confidential information submitted with proposals shall be readily separable and accompanied by a written request of confidentiality.

7.0 PRIME CONTRACTOR RESPONSIBILITIES

If the proposal includes services supplied by other contractors, it will be mandatory for the successful proposer to identify them and to assume responsibility for their performance.

7.1 Subcontracting

The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. Each contractor shall control, coordinate, and be responsible for the work of subcontractors. The Contractor shall be responsible for informing all subcontractors of all terms, conditions, and requirements of the contract. The RAP reserves the right to approve all subcontractors prior to their assumption of duties on behalf of the Contractor, unless subcontractor was included in the proposal.

7.2 Patent and Copyright Infringement

The Contractor shall defend, protect, and save harmless RAP, its officers, agents, and employees against all suits at law or in equity and from all damages, claims, or demands for actual or alleged infringement of any patent or copyright by reason of the Contractor's use of any equipment or supplies in connection with the contract.

7.3 Conflict of Interest

The Contractor and/or subcontractors must affirm in writing that he/she currently has no interest and shall not acquire any interest, direct or indirect, which would pose a conflict of interest in any manner or degree with the performance of services required by this RFP for the life of the contract.

8.0 CONTRACT GENERAL TERMS

A proposer's response to this RFP shall be considered as the proposer's formal offer. RAP reserves the right to negotiate additional or different contract terms within the scope of the RFP. The signing of the contract by RAP shall constitute RAP's written acceptance of the successful proposal.