



Request for Proposal (RFP)

#RFP 22-004

Shade Structure(s) Project

Palmdale Aerospace Academy
3300 E. Palmdale Blvd
Palmdale, CA 93550

General Information

RFP NUMBER: 22-004

Title: Shade Structure(s) Project

Solicitation Due Date: October 22, 2021 **Time:** 11:00am (PST)

Issuing Office: Palmdale Aerospace Academy
Attn: Angelique Herrera
3300 Palmdale Blvd
Palmdale, CA 93550
aeherrera@tpaa.org

Vendors must ensure that proposals are delivered to the issuing office by the above designated date and time.

Late proposals will not be accepted nor evaluated.

Proposals that do not comply with the requirements of this RFP
may be rejected.

Vendors are encouraged to read the entire RFP prior to submitting a proposal. The Palmdale Aerospace Academy (TPAA or Academy) reserves the right to make award without discussions, based on initial proposals received therefore, vendors should ensure their best terms and pricing with initial proposals. Likewise, TPAA may conduct discussions with one, some, or all vendors as determined, in their sole discretion, to be in the Academy's best interests. TPAA further reserves the right to cancel this RFP and/or reject offers, without obligation, as determined in the best interests of the Academy.

**VENDORS ARE ADVISED TO CAREFULLY READ THE ENTIRE
SOLICITATION PACKAGE PRIOR TO ANY EVENT AND/OR
PROPOSAL SUBMISSION.**

Table of Contents

GENERAL INFORMATION	2
TABLE OF CONTENTS.....	3
INTRODUCTION & BACKGROUND	4
INSTRUCTION TO VENDORS	4
TERMS & CONDITIONS	8
PROPOSAL EVALUATION	15
PROPOSAL RESPONSE REQUIREMENTS	16
EXHIBIT A, SCOPE OF WORK/SCHEDULE OF ITEMS	18

1.0 Introduction and Background

1.1 Introduction

This RFP is to solicit proposals from vendors capable of satisfying the needs of the Academy as stated herein. In addition to soliciting written responses, this document provides information to assist vendors in preparing their responses and facilitates the subsequent evaluation process. This RFP, and the selected Proposal in response to this RFP, will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from, or in addition to, this RFP.

1.2 Summary of Project Objective

The Palmdale Aerospace Academy is a 21-acre campus with a small percentage that has shade cover. The afternoon heat is at its peak in our key zones that are used for outdoor activities, sporting events, physical education classes, and student dismissal. With this RFP, the Academy intends to have shade covers/canopies installed throughout the campus to utilize more physical space and provide protection for our students and staff during inclement weather.

1.3 About The Palmdale Aerospace Academy

The Palmdale Aerospace Academy plays a vital role and fills a critical need in the Antelope Valley community. By 2022, America will need 2.3 million new scientists and engineers, including 1.2 million in the computer occupations and 544,300 engineers. Many of these are needed in the Antelope Valley if the region is to maintain the worldwide reputation for aviation innovation and production that prompted Newsweek magazine to name it "Aerospace Valley." Meanwhile, there is also a need to increase the percentage of Antelope Valley youth, particularly from underrepresented populations, who go on to college and successful careers.

The Palmdale Aerospace Academy, approximately 2,300 students, prepares students for college and a wide variety of careers in the science and engineering fields, at the same time providing a "homegrown workforce" for a wide variety of local high tech firms. Through an innovative combination of programs designed to boost life skills as well as academic success, we promise our students and our community that every student who graduates will leave here with a clear college and/or career master plan.

To learn more about TPAA please visit www.tpaa.org

2.0 Instructions to Vendors

2.1 Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule TPAA will follow, which is subject to change at the Academy's discretion. TPAA has performed extensive planning work and plans to meet the dates described below. The Academy reserves the right, at its sole discretion, to adjust the procurement schedule as it deems necessary.

As identified in the table below, short-listed Proposers will be required to participate in a proof-of-capabilities (POC) demonstration to allow staff to fully understand the proposed solution.

<u>Procurement Event</u>	<u>Date/Time</u>
RFP Posted	October 1, 2021
Deadline for Proposer Questions	October 13, 2021
Academy Provides Responses to Questions	October 15, 2021
Deadline for Proposal Submissions	October 22, 2021 11:00am PT
Tentative Intent to Award	October 29, 2021
Board Approval/Contract Signed	November 10, 2021

2.2 Administrative Information

- a) During the solicitation process, all official communication with vendors will be via either the California Purchasing Group (Bidnet) at <https://www.bidnetdirect.com> or on our website at www.tpaa.org. Notices may include RFP amendments, questions and answers, clarifications to requirements, and award announcements. It is incumbent upon vendors to monitor Bidnet and or website for any such notices.
- b) TPAA is requesting firm proposals for the items and/or services described herein. Proposals must be submitted via electronic submission to aeherrera@tpaa.org. Please clearly reference in the subject line the name of the firm submitting the proposal and the RFP number. All proposals must be clear, concise, accurate, and legible so that there is no doubt as to the intent and scope of the proposal.
- c) Proposals may be withdrawn, in writing, at any time prior to the time and date set for receipt
- d) Proposals shall be submitted as follows (**See also Section 5 Proposal Response Requirements**):
 1. Proposals are due to the issuing office on or before the date/time indicated.
 2. Unnecessarily elaborate proposals are not desired. Font size for basic narrative descriptions must be no smaller than 12 characters per inch.
 3. Proposals should include a transmittal letter, executive summary, technical proposal, and price proposal.

4. The technical proposal shall present a full and complete description of how the vendor proposes to meet the requirements of this RFP.
5. Recent and relevant references for projects of similar size and scope.
6. A valid IRS Form W-9

2.3 Proprietary/Confidential Information

Any restrictions of 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 vendor with the proposal. The vendor must state specifically what elements of the proposal are to be considered confidential/proprietary and must state the statutory basis for the request under the to the California Public Records Act, Chapter 3.5 of Division 7 of Title 1 of the California Government Code (CPRA). Confidential/Proprietary information must be readily identified/marked. Neither a proposal in its entirety, nor price information, will be considered confidential and proprietary. Any information that will be included in any resulting contract cannot be considered confidential and/or proprietary.

Vendor acknowledges that they may come into contact with confidential information contained in the records or files of TPAA in connection with any resulting contract or in connection with the performance of its obligations under any resulting contract. The successful vendor shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the Academy. The successful vendor shall notify its employees that they are subject to the confidentiality requirements as set forth above, and shall provide each employee with a written explanation of the confidentiality requirement before the employee is permitted access to confidential data. Successful vendor(s) shall provide and maintain a secure environment that ensures confidentiality. The confidentiality of all information will be respected and no confidential information shall be distributed or sold to any third party nor used by the successful vendor(s) or its assignees and/or subcontractors in any way except as authorized by any resultant award. Confidential information shall not be retained in any files or otherwise by the successful vendor(s).

2.4 All proposals must be valid for a minimum of 60-calendar days from the date proposals are due. All responses and accompanying documentation will become the property of TPAA at the time the proposals are opened.

2.5 TPAA reserves the right to award without discussions or to conduct discussions with one, some, or all vendors as it deems in its best interests.

2.6 Any person, firm, corporation, or association submitting a proposal shall be deemed to have read and understood all the terms, conditions, and requirements in the RFP.

2.7 TPAA reserves the right to cancel this RFP in whole or in part, at any time, without penalty.

2.8 Vendors may make written inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities and no phone calls will be accepted.

2.9 TPAA requires that all inquiries be sent by electronic mail to the issuing office. Please ensure the RFP number and title is included in the subject line of all communications. Responses to inquiries may be published as an amendment on BidNet and/or TPAA's website in accordance with the Schedule of Activities. Vendors should not rely on any other statements, either written or oral, that alter any specification or other term or condition of the RFP during the open solicitation period. Vendors should not contact any other TPAA office or individual regarding this RFP. Vendors are responsible for monitoring BidNet and our website for amendments/modifications of this RFP. Vendors are required to acknowledge receipt of all amendments in the cover letter of their proposal.

2.10 A pre-proposal conference may be held in accordance with the Schedule of Events. While the conference, if held, is not mandatory, participation is highly encouraged. The format of the conference will be an overview of the RFP. Following the overview vendors will be able to ask questions related to the RFP or the overall process. TPAA will attempt to answer all questions at that time, but answers provided shall not be binding. Following the conference TPAA may post questions and answers on Bidnet and our website.

The Rest of This Page Intentionally Left Blank

3.0 Terms and Conditions

3.0 All participating vendors, by submitting a proposal, agree to comply with all of the conditions, requirements, and instructions of this RFP as stated or implied herein. Any exceptions may render a proposal non-responsive, at the sole discretion of TPAA. All costs related to the preparation of the proposal, incurred by the vendor, shall be the sole responsibility of the vendor.

3.1 The issuance and approval of this document does not constitute an obligation against TPAA. This is an agreement that the named vendor shall sell to TPAA during the contract period, the goods, wares, merchandise, or services at the unit prices indicated, based upon subsequent encumbrance documents and/or contract(s) issued by TPAA.

3.2 The vendor acknowledges that TPAA is a public entity subject to the California Public Records Act, Chapter 3.5 of Division 7 of Title 1 of the California Government Code (CPRA). Consequently, the proposal, including any accompanying information/documentation that the vendor submits in conjunction therewith is presumptively public records available for public review under CPRA, unless the information/documentation is clearly marked as “trade secrets, privileged, or confidential commercial information.” TPAA initially will withhold any information/documentation marked as such from public review until the TPAA has given the vendor notice of any request for review. The vendor will have 48 hours in which to advise TPAA whether it wants the Academy to retain the information/documentation from public review. If so, the vendor will set forth, in writing, the legal reasons that it believes the information/documentation is not subject to public review under CPRA. If TPAA decides not to produce the documents for public review, the vendor will indemnify and hold TPAA harmless from any liability and cost, including attorney’s fees, which may ensue in the event of litigation.

TPAA will have the further right to retain its own legal counsel to defend any claims under CPRA for which the vendor will reimburse the Academy its reasonable attorney’s fees, and costs occasioned therewith.

3.3 F.O.B. Destination. All vendors shall quote prices based on F.O.B. destination, freight prepaid. Accordingly, the unit cost of each item bid shall include handling, shipping and freight charges. Vendors shall hold title to the goods until they are delivered to, and accepted by, an authorized TPAA representative.

3.4 In the event that any gratuities or kickbacks are offered or tendered to any TPAA employee or a subcontractor as inducement for award of a subcontract or order, the vendor’s proposal shall be disqualified, or award terminated, and shall not be reinstated.

3.5 No proposal shall be accepted from, nor any purchase order/contract be awarded, to any vendor that is in arrears upon any obligations to TPAA, or that otherwise may be deemed irresponsible or unreliable.

3.6 The vendor shall not employ, retain, hire, or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of California in the

performance of the services to be rendered and materials to be provided to TPAA pursuant to this proposal unless the vendor receives prior written permission.

3.7 TPAA shall have the right to cancel this agreement if funds are not allotted for the next fiscal year to continue this service and/or if TPAA no longer requires the supplies/services. TPAA may also terminate any agreement or contract for its convenience if it determines it in the Academy's best interests. The Academy may effect such cancellation by giving the vendor written notice of its intention to cancel not less than 30-days prior to the end of the then current award period. If terminated for convenience, the Academy will be liable only for supplies delivered or services performed up and to the date of termination.

3.8 By submission of a proposal, the vendor certifies that the proposal has been arrived at independently and submitted without collusion with any other vendor, and that the contents of the proposal have not been communicated to any person not an employee or agent of the vendor or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the proposal.

3.9 The apparent silence of any specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specification shall be made upon the basis of this statement.

3.10 TPAA reserves the right to reject any and all proposals or parts thereof. TPAA further reserves the right to accept a proposal other than the lowest proposal, which proposal in all other respects complies with the RFP, provided that the sole judgment and discretion of TPAA, the item offered at the higher cost has additional value or function, including but not limited to life cycle costing, product performance, quality of workmanship, suitability for a particular purpose, delivery dates, availability of item, or other such values or functions which justify a difference in price.

3.11 Termination. TPAA reserves the right to terminate all or part of any resultant contract with or without cause by giving the contractor at least a 30-day notice. Any monies that have been paid for in advance shall be prorated to the date of termination and refunded to TPAA. Nothing herein shall be construed as giving the contractor the right to perform the services contemplated under this agreement beyond the time when such services become unsatisfactory to TPAA. In the event that the vendor shall be discharged before all the services contemplated hereunder have been completed, or the services are for any reason terminated, stopped or discontinued because of the inability of the vendor to serve under this agreement, TPAA shall only pay for that portion of the work which shall have been satisfactorily completed at the time of termination.

3.12 The initial award term shall not exceed one year. TPAA reserves the right to renew and extend the executed contract agreement pertaining to all prices, terms, conditions and specifications upon mutual agreement between TPAA and successful vendor(s) for up to four additional one-year periods. The total term of the award shall not exceed five years unless determined, by TPAA, to be in its best interests.

3.13 The venue for legal action regarding or arising out of the transaction covered herein shall be solely in TPAA court in and for Los Angeles County, State of California. The laws of the State of California shall govern this transaction.

3.14 Indemnification. The vendor agrees to indemnify and hold harmless TPAA, its agents, Board of Education, and employees from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitations claims arising from bodily injury, personal injury sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the vendor, any subcontractor of the vendor (at any tier), or any officer, employee, representative, or agent of the vendor or which arise out of any workman's compensation claim of any employee of the contractor or of any employee of any subcontractor of the contractor. The vendor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the vendor. The vendor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

3.15 Insurance. The successful vendor agrees to procure and maintain, at its own expense, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the vendor pursuant to the indemnification section of this RFP. TPAA shall have no responsibility or liability for such insurance coverage. The vendor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the indemnification section of this proposal by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The successful vendor(s) shall procure and maintain, and shall cause any subcontractor of the vendor to procure and maintain, the minimum insurance coverage's listed below. Such coverages shall be procured and maintained with insurers on forms acceptable to TPAA. Insurance certificates shall name TPAA as an additional insured on the policies of insurance required.

All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the contractor pursuant to the indemnification section of this proposal. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

Coverage required includes:

(a) Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract.

(b) Commercial general liability (including contractual liability covering the indemnification in paragraph 2 above) with limits not less than \$1,000,000 combined single limits per occurrence for bodily injury and property damage.

(c) Comprehensive automobile liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage insuring each of contractors' owned, hired or non-owned vehicles assigned to or used in performance of the services.

The vendor shall provide a certificate of insurance to be completed by the vendor's agent/broker as evidence that the policies providing the required coverage's are in full force and effect. The certificate shall indemnify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to the issuing office.

3.16 The successful vendor, whether under separate contract or not, shall not assign any part or whole of this offer, contract, or agreement to another party, subcontractor, or company nor shall they assign any money due or to become due hereunder, without the previous written consent of TPAA.

3.17 Warranty of Supplies. If applicable (supply contract), the vendor certifies and warrants for a period no less than one year from date of acceptance, all supplies furnished under the award will be free from defects in material or workmanship and will conform to all requirements of this contract. The successful vendor agrees to replace any necessary supplies, parts, etc., at no charge to TPAA. Any supplies replaced will begin a new warranty period upon acceptance by TPAA.

3.18 Warranty of Services. If applicable (service contract) acceptance, as used herein, means the act of an authorized representative of TPAA by which TPAA assumes for itself, ownership or approves specific services as partial or complete performance of the contract. Notwithstanding inspection and acceptance by TPAA or any provision concerning the conclusiveness thereof, the successful vendor warrants that all services performed under this contract will, at time of acceptance, be free from defects in workmanship and conform to the requirements of this contract, express or implied. If any services are found to not conform, the successful vendor will be required to correct or re-perform, at no additional cost to the Academy. If the successful vendor refuses, fails, or cannot re-perform, TPAA may choose to correct or replace with similar services and/or commodities and charge the cost to the successful vendor and/or make an equitable adjustment in the contract price. If TPAA does not require correction or re-performance, TPAA will make an equitable adjustment in contract price.

3.19 The items on this proposal will be provided on a vendor furnish and install basis unless otherwise indicated. The successful vendor will have the complete responsibility for the items or system until acceptance by the Academy. Any special installation preparation and requirements will be submitted with the initial proposal.

All transportation and coordination arrangements will be the responsibility of the vendor. The delivery of equipment will be coordinated so that items will be delivered directly to the installation site unless otherwise specified. This will minimize the risk of damage and avoid double handling by Academy receiving personnel.

3.20 Invoices/Payments. Payment terms are Net 30. By submitting a proposal, vendor agrees TPAA, at its sole discretion, may make payment via check, ACH, or by TPAA credit card. Payments will be made no more frequently than once in a 30-day period with the exception of TPAA credit card purchases. For supplies, partial payments for partial shipments will not be made unless specifically authorized herein. Payment will be made when all supplies or services have been received and accepted. In the unlikely event of a late payment, the Academy will not pay late or interest charges. In order to receive a payment under any resultant award, the vendor shall have a current IRS W-9 on file with TPAA. By response to

this RFP vendors consent to this process as well as individual TPAA credit card transactions, at no additional cost to the Academy.

3.21 Force Majeure. Should events beyond the reasonable control of the ACADEMY and VENDOR, including but not limited to, acts of God, war, acts of any government or agency thereof, fire, explosions, epidemics, pandemics, including COVID-19, plagues, outbreaks of infectious disease or any other public health crisis, including quarantine, stay at home orders or the like, or other employee restrictions, or any other cause reasonably beyond the parties' control (collectively referred to as "events"), making the terms impracticable, impracticable to perform, illegal or impossible to fully perform under this Agreement as the Parties originally contracted, the affected party may terminate this Agreement, without liability, upon written notification.

Definition of "without liability": "Without liability" means that there will be no liquidated damages, attrition fees, cancellation fees, rental charges, rental deposits, service charges, or any direct, consequential, compensatory, special incidental damages or any other damages or amounts of any nature whatsoever.

Additionally, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall comply with the regulations found within 45 CFR Part 620, "Government Debarment and Suspension (Non-procurement)."

3.22 News releases, including social media, pertaining to this RFP and/or any resultant award shall not be made without TPAA's written approval.

3.23 The successful vendor may be required to furnish performance and/or payment bonds or, at TPAA's discretion, an irrevocable letter of credit from a local financial institution in the amount of the total contract cost. When a performance bond is furnished by the successful bidder, it must be executed by the owner, a general partner, or if a corporation, the secretary's signature and the seal of the corporation must be affixed.

3.24 The Academy will not accept gifts or gratuities from vendors. The Academy may request product samples from vendors for evaluation purposes with disposition of those samples to be at the discretion of the Academy.

3.25 The Academy has not employed a pre-qualification process; therefore, vendors are neither pre-qualified/approved nor precluded from responding to this RFP.

3.26 Minimum Qualifications. In order for proposals to be evaluated and considered for award, they must be deemed responsive to this RFP. To be determined responsive, submitted documents shall conform in all material respects to the requirements stated herein and vendors shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered in connection with a vendor's capability to fully perform all requirements of the RFP include, and may not be limited to experience, integrity, reliability, capacity, financial stability, and other factors required to provide the products and/or services defined herein.

3.27 The Academy will not consider and/or reimburse vendors for any costs or expenses incurred in preparing and/or submitting proposals in response to this RFP, attending meetings, presentations, or other necessary requirements.

3.28 No Obligation, Right of Rejection, and Multiple Award. The inquiry made through this RFP implies no obligation on the part of the Academy.

This RFP does not constitute an offer or a contract with any proposed vendor or other party. The decision to reject a proposal is solely that of the Academy. The Academy reserves the right to reject any or all Proposals, in whole or in part, or to accept or reject all or any part of any proposal. Proposals received from debarred or suspended vendors will be rejected. The Academy may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP. The Academy further reserves the right to award all, part, or none of the components/functional areas included in this RFP. In addition, the Academy reserves the right to make one or more awards to competing vendors for all or subsets of functionality as a result of this RFP or as otherwise determined in the Academy's best interests. The Academy reserves the right to reject any proposal determined to be nonresponsive. The Academy reserves the right to negotiate with any or all vendors with respect to any or all terms of a proposal or contract. The Academy also reserves the right to refrain from making an award if it determines it to be in its best interest. The Academy reserves the right to abandon the project and/or to re-advertise and solicit other proposals at its discretion. If a proposal is selected by the Academy for negotiation of a contract, any final contract will be in substantial compliance with this RFP however, vendors are advised that any final contract may deviate from the RFP as the parties may agree during the course of negotiations. The Academy reserves the right to cancel this solicitation or to change its scope if it is considered to be in its best interests. The Academy reserves the right to waive irregularities or minor informalities in proposal content or to request supplemental information from vendors.

3.29 Contract Type. The contract resulting from this RFP shall be in form and content satisfactory to the Academy and shall include, without limitation, the terms and conditions provided for in this RFP and such other terms and conditions, as the Academy deems necessary and appropriate. The standard of performance for the contract resulting from this RFP shall be in accordance with the highest applicable standards in the industry. The contract resulting from this RFP shall be firm fixed-price unless otherwise stated.

3.30 Contract Changes. Changes to any terms and conditions must be by written modification fully executed by both parties.

3.31 Contract Approval. Vendors understand that this RFP does not constitute an offer or contract and does not obligate the Academy to award a contract. The Academy's obligation will commence only following the Academy's approval and a fully executed contract. The Academy will not be responsible for any work done or expense incurred by any vendor, or any subcontractor, at any tier, prior to the contract start date set by the Academy.

3.32 Federal, State, and Local Requirements. The vendor must comply with all known Federal, State, and local requirements that apply to the proposal, evaluation, and subsequent contract.

3.33 Conflict of Interest. The vendor shall, at all times, observe and comply with all Federal, State, and local laws, ordinances and regulations, including any amendments and revisions thereto, which in any manner affect the vendor or services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. Failure to comply with any applicable laws may result in termination of the contract; forfeiture by vendor of all benefits of the contract; retainage by the Academy of all services performed and/or supplies delivered; and the recovery by the Academy of all consideration, or the value of consideration, paid to the vendor pursuant to any awarded contract.

The Rest of This Page Intentionally Left Blank

4.0 Proposal Evaluation

4.1 The Academy will conduct a fair and impartial evaluation of the proposals received in response to this RFP. The objective of the evaluation is to determine the proposal that most effectively meets the Academy's needs. Award will be made to the responsible vendor(s) whose proposal, conforming to the RFP, will be most advantageous to the Academy taking into consideration, among other things, price, past performance, financial stability, and technical capability. Vendors should not assume they will have an opportunity for oral presentations or revisions of proposals, so they should submit their most favorable proposal as the initial proposal. Vendors may be provided an opportunity to make an oral presentation as part of the evaluation process in the Academy's sole discretion.

4.2 Evaluation process. While a numerical rating system may be used as part of the evaluation process, the award decision ultimately is a business judgment reflecting an assessment of the relative merits of the proposals as judged by the Academy, in its sole discretion, that represents the best value for the Academy. A brief overview of the evaluation process is as follows, and may be modified at the Academy's discretion.

- Review of all the proposals received for compliance with the RFP.
- Numerical scoring and/or ranking of all proposals based on the technical proposal, company experience, qualifications, etc.
- Requests for clarification may be made. One, some, or all vendors may be asked for clarification. Such requests may be made at any time during the evaluation process.
- Vendors may be provided an opportunity to make an oral presentation as determined by the Academy, in its sole discretion.
- Vendors may be given an opportunity to submit a best and final offer (BAFO) after the conclusion of the oral presentations, clarifications, and or other discussions/negotiations.
- Site Visits. The Academy may request a site visit to the proposer's facility.

Clarifying questions, oral presentations, and BAFOs may require revisions to original proposals. If so, vendors will be given a reasonable time frame in which to formulate and submit written responses to the questions and to provide any related revisions to their initial proposal. Such revisions will be at the option of the vendor. Adjustments to pricing may also be allowed, but only to the extent related to and consistent with the necessary revisions.

4.3 The Academy reserves the right to negotiate the final terms and conditions of any one or more contracts to be executed. In the event the Academy and a vendor are unable to agree upon all contract provisions, the Academy reserves the right to cease negotiations and negotiate with one or more other vendors, or to reject all proposals with no obligations.

4.4 Dissemination of Information. During the solicitation and evaluation process and up to and to award, no information will be provided concerning proposals received other than, number of proposals received and names of vendors. Any information requested after award must be submitted directly to Communication Services. Please visit

https://www.tpa.org/apps/pages/index.jsp?uREC_ID=375456&type=d for further information.

5.0 Proposal Response Requirements

5.1 Transmittal Letter and Executive Summary

TAB 1 should contain the transmittal letter and executive summary and be limited to four pages. The transmittal letter shall be signed by an authorized representative of the vendor such as the owner, partner, or in the case of a corporation, the president, vice president, secretary, or other corporate officer(s) responsible for binding the vendor.

The transmittal letter must provide the vendor's primary contact information, including the following:

1. Name of the vendor representative
2. Title
3. Name of company
4. Address
5. Telephone number
6. E-mail address
7. Signature of authorized officer of the firm

A signature on the transmittal letter provides the Academy with the vendor's acknowledgement and acceptance of the RFP and execution of it during the discharge of any subsequent contract. It shall be clearly understood that by submitting a proposal in response to this solicitation the vendor shall be deemed to have accepted all specifications, terms, general conditions, and requirements set forth unless otherwise clearly noted and explained in the vendor's proposal. Any exceptions or exclusions may render the proposal non-responsive.

The executive summary may be incorporated as part of the transmittal letter and should include the following:

1. A brief summary of the proposal contents
2. Discussion of unique aspects, strengths, or value added components being offered

5.2 Company Background and References

TAB 2 of the proposal shall include company background information and client references. Vendors should identify and include client references that may be contacted by the Academy for evaluation purposes. Vendors shall provide at least three references of similar clients with whom the vendor has worked during the past five years that are of similar size and scope to this requirement. The Academy reserves the right to contact any reference, whether provided by the vendor or obtained by the Academy, in connection with evaluation of this RFP.

5.3 Proposed Product(s) and Services

TAB 3 of the proposal must include a summarized narrative description of the capabilities for each requirement presented throughout the RFP, for the purpose of providing the Academy with a high-level understanding of the proposed solution. The narrative should be written for an audience of the end-user community.

Descriptions should include all products proposed by third-parties to meet the Academy's Functional and Technical Requirements identified in this RFP.

5.4 Proposed Team Resources

TAB 4 of the proposal should include the project and implementation team organizational structure, project roles and responsibilities, and key team member resumes of the proposed project personnel resources. The implementation team as well as the personnel involved in live operation and ongoing support and maintenance shall be included as necessary/required.

A clear distinction shall be made to identify vendor resources, sub-contractor/third party resources, and Academy resources roles and responsibilities.

Key Team Member Resumes shall be specific to the actual personnel to be assigned to this project for all primary roles.

The Academy reserves the right to require that background checks be conducted on any and all individuals conducting work as either employees or independent contractors of the vendor, or who are otherwise providing services on the vendor's behalf in connection with the project including, without limitation, employees and independent contractors of any third-party companies or firms included in the vendor's proposal.

5.5 Price Proposal (Under Separate Cover)

TAB 5. The vendor's price proposal shall be provided separately from all tabs of the vendor's technical proposal. Pricing information/proposal shall be in sufficient detail to allow an appropriate evaluation.

The Rest of This Page Intentionally Left Blank

EXHIBIT A – SCOPE OF WORK/SCHEDULE OF ITEMS FOR SHADE PROJECT

The project consists of, but is not limited to, design, all labor, material, equipment and performance of operations necessary to accomplish the installation of shade structures across The Palmdale Aerospace Academy campus. Each bid shall include a statement demonstrating an understanding of the scope of work and a clear, all-inclusive cost of all elements defined in the written scope below.

Utilizing the “Shade Improvement Project 2021 – 2022” map in exhibit A please provide the following:

1. Media based examples of proposed shade structures for each zone 1-7 (photos, videos or graphic arts representation).
2. Cost of each individual shade structure zone 1-7 including design, installation, and any applicable permitting.
3. Cost of the entire project if all zones 1-7 are selected including design, installation, and applicable permitting.
4. Estimated timeline of completion if all zones are selected.
5. Provide equipment datasheets, specifications, and manufacturer warranty coverage information of all proposed equipment.

The scope of work shall also include, but not be limited to, securing all clearances, permits, and approvals from authorities having jurisdiction(AHJ), all labor, including but not limited to the payment of wages, taxes, services, and equipment necessary to produce fully operational shade structures.

SHADE IMPROVEMENT PROJECT 2021- 2022

