

**SAM AND ALFREDA MALOOF FOUNDATION FOR ARTS AND CRAFTS
REQUEST FOR PROPOSALS (RFP)
MALOOF ROOF REPAIR AND REPLACEMENT PROJECT**

January 21, 2022

To All Interested Bidders:

Bidders are invited to submit a formal Proposal (the "Proposal") to provide Architectural and Engineering consulting services in support of the repair and replacement of the roof, gutter systems and balcony of the Maloof Historic Home, Workshops 1 and 2, and the Visitor Center/Guest House as described in the attached General Conditions and Specifications.

Please submit one original and two copies of the Proposal. Faxed or emailed Proposals will not be accepted.

If any questions arise from the RFP, the bidder may submit to Maloof Foundation Executive Director James Rawitsch a request for interpretation via email at rawitsch@malooffoundation.org

Any interpretation documents will be made by addendum to the RFP. All questions should be emailed to rawitsch@malooffoundation.org no later than 5:00 pm, on Tuesday, February 15 at 5:00 p.m. Pacific time. All questions that arise that require an addendum will be posted to the Maloof Foundation's RFP website no later than Friday, February 18 at 5:00 p.m. Pacific time.

Sealed Proposals will be received at offices of the Sam and Alfreda Maloof Foundation until Monday, February 28 at 4:00 p.m. All Proposals shall be clearly marked with "Maloof Roof Repair and Replacement RFP." Immediately following the closing of the RFP, Maloof Foundation will open bids publicly at the Maloof Historic Home property located at 5131 Carnelian St., Rancho Cucamonga, CA 91701.

All sealed Proposals must be delivered to the following address:

Maloof Foundation
Attn: Melanie Swezey-Cleaves
PO Box 8397
Rancho Cucamonga, CA 91701

Proposals will be opened at the time and date, and location indicated above. The Proposals shall remain firm for not less than thirty (30) calendar days from the date of receipt of the Proposal. Bidders guarantee that all goods and services meet the requirements of the solicitation during the contract period.

General Conditions

Sam and Alfreda Maloof Foundation for Arts and Crafts (“Foundation”) in Rancho Cucamonga, CA is a small, not-for-profit arts institution with limited in-house staff. The organization is a Smithsonian Affiliate with operations including a Historic Home, Workshops and Discovery Garden, and has received a Save America’s Treasures grant from the National Park Service for a Maloof Roof Repair and Replacement Project.

Maloo Foundation plans to hire a professional Architecture and Engineering Services vendor with at least five years of experience in support of construction projects involving historic preservation and federal procurement to consult with and advise the Foundation’s in-house staff regarding issues of project planning, documentation, bidding and oversight of construction by a qualified Roofing and Construction Services vendor [“Contractor”].

Timeline and Duration

Duration of the project is expected to be approximately 18 months, beginning April 1, 2022 with development of pre-construction plans and documentation. Plans developed by the Architecture and Engineering Services vendor will be submitted for review by National Park Service (NPS) at 80% and 100% of completion. Approval of plans by NPS will take up to 120 days following final submission, after which an RFP for Roofing and Construction Services will be issued for consideration and bidding by qualified Roofing and Construction Services contractors.

Pre-bid walk-through and bid acceptance for the construction phase of the project are expected to occur in the Fall of 2022. Bid submissions including a proposed timeline for construction with details about phasing and physical staging of the project, are expected to be submitted by November 30, with selection of a winning bidder expected to be determined by December 15, 2022. Onsite construction is currently expected to begin during first quarter of 2023, with project completion expected by the end of October 2023.

The Architecture and Engineering Services vendor for this project would be expected to be available to consult from inception through completion, and the hours of engagement are likely to vary considerably based on need from beginning to end of the project. All estimates of dates and timelines provided in this document are subject to change and Architecture and Engineering Services bidders must allow for such variability. Vendors must estimate the cost of their services for the stated duration of the project as currently envisioned, while also including terms for extension of the contract, should that become necessary.

Scope of Work

The following details are provided to acquaint Architecture and Engineering Services bidders with the overall Maloof Roof Repair and Replacement Project in order to prepare their proposals. It is understood that Architecture and Engineering Services will be provided in support of the project to be undertaken by a qualified roofing and construction contractor. The Architecture and Engineering Services provider will not provide roofing or construction services but is expected to consult with the Foundation as architects, engineers and advisors regarding onsite Roofing and Construction Services to be provided by others.

Details of the roofing component of the project follow:

Preservation and repair of the Sam and Alfreda Compound, four roofs on the Maloof Historic Home, Workshop 1, Workshop 2, and Guest House (Visitor Center/Gift Shop) at 5131 Carnelian Street, Rancho Cucamonga, CA, per the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*. The project encompasses the repair and rehabilitation of four existing roof systems, including:

1. Repair or replacement as needed of underlying wood frame elements
2. Repair to the posts, beams and floor surface of south-facing balcony.
3. Repair and/or replacement as needed of exposed wooden rafter tails, including the addition of custom fabricated sheet-metal caps as needed to protect exposed rafters.
4. Replacement and re-flashing of five aging skylight windows that are cracked and leaking.
5. Replacement as needed of metal roof sections with replacement of sealing washers.
6. Addition of insulation between roof and ceiling to improve thermal efficiency and reduce energy costs.
7. Upgrading replacement as needed of existing rain gutter and downspouts.

It is understood that except as otherwise specifically stated in the contract, the roofing contractor shall provide and pay for all construction materials, labor, tools, equipment, and transportation of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Permits and licenses necessary for the execution of work shall be secured by the roofing contractor but no fees will be charged to the vendor. All supplies and material shall be new. Any work necessary to be performed after regular working hours, such as work performed on Sundays or legal holidays shall be performed without additional expense to the Foundation. It is further understood that the Architectural and Engineering Services vendor will be hired separately from the roofing contractor to advise the Foundation.

Existing Conditions

The vendor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect the work. No consideration will be given to any claims based on lack of knowledge of existing conditions.

Insurance

Prior to the commencement of work, the vendor shall furnish to Maloof Foundation a Certificate of Insurance showing compliance with the following limitations. The vendor agrees to comply with the provisions of Worker's Compensation laws of the State of California.

The vendor further shall maintain such other insurance (with limits as shown below) as shall protect the vendor and the Foundation from any claims for property damage or personal injury, including death, which may arise out of operations under this contract, and vendor shall furnish the Foundation with certificates and policies of such insurance as shown below. Insurance coverage shall be maintained until the work has been completed by vendor.

Listed below are the insurance coverages which must be procured by the vendor at the vendor's expense. The vendor agrees to follow instructions indicated in each case.

- Proof of current workers compensation
- Vendor's public liability insurance, personal injury, including death
 - \$250,000.00 for each person and \$500,000.00 for each accident.
- Property damage
 - limits of \$500,000.00 for each accident and \$1,000,000.00 aggregate.

Certificate of Insurance with the Foundation listed as additional insured must be sent to the Foundation prior to commencement. Insurance must be written by a company licensed to do business in the State of California.

Statement of Vendor Qualifications

As part of the Proposal, the vendor must complete the attached "Statement of Vendors Qualification" before awarding of contract, to demonstrate to the complete satisfaction of the Foundation, that the vendor has the necessary certifications, licenses, facilities, ability and financial resources to execute the work in a satisfactory manner within the time specified; that the Vendor has had experience in work of the same or similar nature; and that the Vendor has past history and references which will assure the Foundation of the vendor's qualifications for executing the work.

Taxes

Maloof Foundation is a tax-exempt organization. A copy of the Foundation's tax-exempt form will be furnished.

Governing Laws

All Proposals and related documents submitted to Maloof Foundation by vendors are governed under the laws of the State of California and local ordinances, policies and regulations.

Addenda

If any questions arise from the Architecture and Engineering Services RFP, the bidder may submit to Executive Director James Rawitsch a request for interpretation via email at rawitsch@malooffoundation.org Any interpretation documents will be made by addendum to the RFP. All questions should be emailed to rawitsch@malooffoundation.org no later than 5:00 pm, [DATE TBD].

All questions that arise that require an addendum will be posted to the Maloof RFP website at www.malooffoundation.org no later than March 23rd, 2020.

The Foundation will not be responsible for any other explanations or interpretations. The Foundation reserves the right to extend the due date if such information significantly amends this solicitation or makes compliance with the original due date impractical. The Foundation reserves the right to reject any or all Proposals and waive technicalities and informalities.

Proposal Form and Format

Proposals should be prepared in the format specified within this document, containing information required by the RFP, and be submitted in a sealed envelope addressed to:

Maloof Foundation
Attn: Melanie Swezey-Cleaves, Associate Director
PO Box 8397
Rancho Cucamonga, CA 91701

Sealed Proposals will be received until 10:00 a.m. on [DATE TBD]. All Proposals shall be clearly marked with "Maloof Roof Repair and Replacement RFP." Immediately following the closing of the RFP, the Foundation will publicly open bids at the Maloof Historic Home located at 5131 Carnelian St., Rancho Cucamonga, CA 91701.

Deviations

Any deviations from the scope of work indicated herein must be submitted in writing, clearly noted and explained in detail on a separate form, and attached to the submitted Proposal; otherwise, it will be considered that items/services offered are in strict compliance with these specifications and the successful bidder shall be held responsible thereto.

Any deviations within a submitted Proposal between prices quoted and restated in the summation sheet shall be resolved by the Foundation as being the lower price, unless the bidder requested in writing a correction or withdrawal of the Proposal prior to the date and time set for opening.

Any Proposal withdrawal or modification received after the established due date at the place designated for receipt of Proposal is late. No late Proposal, late modification, or late withdrawal will be considered and shall be returned to the Vendor unopened. The Foundation reserves the right to reject any or all Proposals. It further reserves the right to waive technicalities and formalities in the Proposals, as well as, to accept in whole or in part, such Proposal(s) where it deems it advisable in protection of the best interest of the Foundation. The Foundation will be the sole judge as to whether Proposals submitted meet all requirements contained in the solicitation.

Affidavits

Before acceptance of the Proposal by the Foundation, the vendor will be required to furnish affidavits on the enclosed forms.

Withdrawal of Proposal

A Proposal cannot be withdrawn after it is filed, unless(a) the vendor makes a request in writing to the Foundation prior to the time set for opening of Proposals, or (b) the Foundation fails to accept a bid within thirty (30) days after bid opening date.

Award of Contract

Award of contract will be made to the most responsive/responsible bidder meeting the requirement of the Foundation within 30 days of the bid opening date.

This solicitation does not commit the Foundation to award a contract, to pay any costs incurred in the preparation of the Proposal, or to procure or contract for goods services listed herein. The Foundation may accept any Proposal offered on an all, partial, or none basis, or within funds available, whichever is in the best interest of the Foundation.

Contract Form

Upon contract award, the Foundation and vendor will have a signed contract prior to any work being started.

Change in Contract

The Foundation will not be responsible for any change in the work involving extra cost unless approval in writing is furnished and approved by the Foundation before such work is begun.

Indemnification

The vendor agrees to hold the Foundation harmless and to indemnify the Foundation from every expense, liability or payment arising out of or through injury (including death) to any person or persons or damage to property (regardless of where the property may be) of any place in which work is located arising out of or suffered through any act or omission of the vendor or subcontractor.

Installation

The Foundation anticipates issuing a notice to proceed no later than [DATE TBD] following award. The successful bidder shall complete its work on the project within [DURATION TBD] from the date of the Notice to Proceed.

Warranty

All materials and labor provided by the vendor shall have a 20-year manufacturer's warranty as well as a 2-year workmanship warranty for weather tightness on the sheet metal portions of the project. Provide a 10-year warranty for all roofing products cover materials with no depreciation and a 5-year workmanship warranty for all related work as well

Site Visit

To arrange a site visit, please contact Executive Director James Rawitsch via email at rawitsch@malofffoundation.org or phone (909) 980-0412.

Application for Payment

All applications for payment shall be mailed to the following address:

Maloof Foundation
Attn: Melanie Swezey-Cleaves, Associate Director
PO Box 8397
Rancho Cucamonga, CA 91701

Payments

A single payment will be made to the vendor when all aspects of the contract have been completed to the Foundation's satisfaction. The Foundation will consider other reasonable arrangements should they be requested by the vendor.

Liquidated Damages

Liquidated damages in the amount of \$100.00 per day from each calendar day past the finish date specified in the final project timeline will be charged to the vendor. Liquidated damages will not be charged for delays associated with weather. Furthermore, the Foundation will consider all other reasonable requests associated with delays.

Weather

The Maloof Historic Home, Workshop 1, Workshop 2 and Visitor Center/Guest House (the "Buildings") shall never be opened to the elements at any time. All openings must be covered in a manner to withstand any weather condition and must be secured to avoid anyone entering the Building through any roof openings. It is understood that the site is located in Southern California's Inland Empire region, which is subject to variable weather that may include extreme heat, cold, snow, wind or other conditions, depending on season, that may affect the roofing contractor's ability to work productively at the site as scheduled.

Security

All four buildings included in the project, including the Maloof Historic Home museum, have security alarms with onsite sirens and remote monitoring capabilities. Construction plans will provide for existing building security systems to remain operational throughout the period of construction.

Clean Up Site

All outside and inside areas of the building and the grounds shall remain clean and free of any construction debris. An allotted area will be allowed for material storage.

PROJECT SPECIFICATIONS

This Request for Proposal seeks bid and fulfillment details for Architectural and Engineering Services in support of the Maloof Roof Repair and Replacement Project to be undertaken at the Maloof property located at 5131 Carnelian St., Rancho Cucamonga, CA 91701. Following is a statement of work:

The Architectural/Engineering Consultant contractor will provide expertise and services to be billed at a fixed fee or hourly rates per a written schedule of services. The bid proposal shall include an estimate of total hours required for the contractor's participation in each of the project elements listed above. The Architectural/Engineering Services firm will provide one or more qualified consultants to:

1. Provide client with access to expertise as needed from a licensed architect with relevant experience in historic preservation to advise client with respect to Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*.
2. Inspect conditions of existing site, structures and materials to enable preparation of architectural and engineering documentation necessary to describe project and invite bids.
3. Draft architectural and engineering plans and specifications for submission to National Park Service at 80% completion.
4. Draft architectural and engineering plans and specifications for submission to National Park Service at 100% completion.
5. Assist client in identifying qualified, experienced contractors to register and participate in pre-bid walk-through of site.
6. Assist client in devising a fair, effective bidding process that is compliant with National Park Service requirements for equity and recruitment of minority- and woman-owned contractors.
7. Attend pre-bid walk-through at site to answer prospective bidders' questions about architectural and engineering documents and issues.
8. Advise client in reviewing and scoring bid submissions to support selection of a qualified Roofing and Construction Services contractor.
9. Consult regarding client's completion and filing of NEPA Environmental Screening worksheet as required by NPS grant (https://www.nps.gov/preservation-grants/civil-rights/NEPA-Environmental-Screening-Worksheet_Project_Grants.docx)
10. Establish a schedule for periodic review of selected Roofing and Construction Contractor's progress, including protocols for monitoring the quality and suitability of materials, equipment, trained personnel and work in progress.
11. Be available in the pre-construction period to advise client in responding to contractor's questions about selection of materials, scheduling, project phasing, staging and environmentally appropriate demolition, recycling or disposal.

12. During period of onsite construction, visit the site at least once per week to review work in progress, consulting as needed with client about quality of work, materials or change orders.
13. During period of construction, be available via phone for up to one hour per week to advise client as needed regarding contractor's performance during the period of construction.
14. Provide timely written documentation via emails sent to the client of architectural and engineering recommendations made during consultations, including phone calls.

Statement of Vendor Qualifications Must Detail the Following:

1. A list of references.
2. A list of completed projects of a similar type, scale and scope, with a brief summary and at least one photo for each example,
2. Architectural and Engineering Services vendor must provide professional services by architects and engineers licensed in the State of California.

**PROPOSAL FORM
MALOOF ROOF AND REPAIR PROJECT
ARCHITECTURAL AND ENGINEERING SERVICES**

DUE NO LATER THAN 10:00 AM ON FEBRUARY 28, 2022

All sealed Proposals must be delivered to the following address:

Maloof Foundation
Attn: Melanie Swezey-Cleaves, Associate Director
PO Box 8397
Rancho Cucamonga, CA 91701

Name of Vendor _____

Having carefully examined the Proposal requirements including the General Conditions, and the Request for Proposal for the Maloof Roof Repair and Replacement Project, any addenda, and conditions affecting the work, the undersigned proposes to provide the required materials, services, warranties, and delivery of services as specified in the attached Proposal for the total sum not to exceed:

GRAND TOTAL \$ _____

Respectfully Submitted,

Name of Firm: _____

Address of Firm: _____

Signature: _____

Telephone Number: _____

Name Title: _____

Name and Title of Vendor's Representative who will service contract:

Address and Telephone Number of Vendor's Representative:

Email address of Vendor's Representative who will service contract:

STATEMENT OF VENDOR'S QUALIFICATIONS

Name of Vendor: _____

Please Provide Three References

REFERENCE 1

NAME: _____

ORGANIZATION: _____

TITLE: _____

AFFILIATION: _____

PHONE NUMBER: _____

REFERENCE 2

NAME: _____

ORGANIZATION: _____

TITLE: _____

AFFILIATION: _____

PHONE NUMBER: _____

REFERENCE 3

NAME: _____

ORGANIZATION: _____

TITLE: _____

AFFILIATION: _____

PHONE NUMBER: _____