



**COMMUNITY ASSISTANCE NETWORK (CAN)
REQUEST FOR BID
TO PROVIDE GENERAL CONTRACTING & PROJECT MANAGEMENT SERVICES
FOR
CANCOTTAGES STRUCTURALLY INNOVATIVE HOUSING DEVELOPMENT**

RELEASE DATE: DECEMBER 4, 2009
CLOSING DATE: JANUARY 15, 2010
RFB NO: 1995-2009-1

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PROPOSALS MUST BE RECEIVED BY 3:30 PM ON FRIDAY, JANUARY 15, 2010 AT THE ABOVE ADDRESS.

INTRODUCTION

Community Assistance Network (CAN) is faith-based nonprofit organization that serves to elevate the Del Norte and surrounding communities through its many human service programs, one of the newest being affordable housing development. CAN has been awarded funding through the Department of Housing & Urban Development's Rural Housing and Economic Development (RHED) office to launch this CANCottages program, beginning with the design and construction of a functional prototype home.

CAN awarded Jeff Mitchell, Architect, the bid for Architectural design services. The General Contractor/Project Manager will work in conjunct with Mitchell to build the prototype to the specifications developed by Mitchell and approved by CAN and RHED.

The CANCottages prototype will utilize recycled shipping containers as the primary structural medium, to be complemented by or hybridized with conventional construction techniques. Along with the inherent environmentally-friendly nature of building with recycled shipping containers, the prototype will be built with other ecologically sound products and techniques. The *Energy Star* rating must also be earned by the prototype, meaning it must meet energy efficiency guidelines set by the US Environmental Protection Agency (see www.energystar.gov for more information).

The fundamental aim of the project is two-fold: 1) to produce as much quality, durable, functional, attractive, environmentally friendly square footage of living space as possible, at an affordable a cost as possible; and 2) to provide on-site job training for eligible welfare-to-work job trainees to equip them to attain employment in construction or a related field.

All proposals received must address the Scope of Work included below.

CAN will enter into a negotiated contract with the successful applicant for general contracting and project management services.

SCOPE OF WORK

The General Contractor/Project Manager's basic services will include the following tasks:

- A. Direct all phases of construction of prototype home, including oversight of hired construction crew and overall quality assurance.
- B. In conjunct with CAN's Director of Human Resources (or her assignees), oversee and train selected welfare-to-work job trainees onsite in the construction field (2-4 trainees over the life of the project, and no more than 1-2 trainees at any one time). Maintain regular records of trainee progress (CAN will supply progress report forms, instructions and guidance).
- C. Take the lead in identifying, hiring, and overseeing necessary subcontractors, including a licensed welder, to complete specialized work on prototype.
- D. Work with the Architect to identify and incorporate alternative building materials into prototype, to improve energy efficiency and reduce waste.
- E. Generate a detailed Materials List and submit to CAN's accounting department. Pickup and sign for materials from vendor on an as-needed basis, and as approved and purchased by CAN.
- F. Establish a reasonable timeline for construction completion.
- G. Ensure compliance with labor standards and safety regulations.

PROPOSAL FORMAT

A qualifying bid must address all of the points in the Scope of Work in the order shown below:

- A. Brief description of firm, contact person, address and telephone number.
- B. Contractor's experience in successfully completing construction projects.
- C. Three references who have knowledge of Contractor's recent work.
- D. Proposed schedule of work and timeline for completion.
- E. Cost proposal for fulfilling the Scope of Work.

PROPOSAL SUBMITTAL

- A. Three (3) copies of the bids shall be received no later than 3:30 p.m., on the day of Friday, January 15, 2010.
- B. All bids shall be submitted in a sealed envelope which is clearly marked with the RFB number, title of RFB, and closing date and time. All bids should be mailed or brought in person to:

Tom Griffin, Finance Manager
Community Assistance Network
355 Standard Veneer Road

- C. Late bids shall not be accepted.
- D. All bids, whether selected or rejected, shall become the property of CAN.
- E. Cost of preparation of bids shall be borne by the proposer.
- F. Bids shall be signed by an authorized employee in order to receive consideration.
- G. CAN will not be responsible for bids delivered to a person/location other than specified herein.

AWARD CRITERIA AND SELECTION PROCESS

CAN is using the competitive negotiation process, wherein the experience of each bidder is evaluated as it relates to the Scope of Work and grant purpose. After the evaluation committee has reviewed and interviewed selected bidding firms, each firm will be rated using the following criteria and rating schedule:

<u>EVALUATION CRITERIA</u>	<u>RATING POINTS</u>
How Contractor addresses the Scope of Work items with program design.	25
Overall experience of Contractor in construction projects.	25
Specific experience of the Contractor in innovative, cutting-edge building projects.	15
Experience incorporating green building techniques and materials into projects.	15
Availability and accessibility to program participants & CAN staff.	15
Consultant Fee and Billing Rates.	5

The top three-to-five qualified applicants will be invited to a panel interview, and the top firm will be recommended to CAN’s Board of Directors for approval.

CAN reserves the right to award a contract to the firm or individual that presents the proposal which, in the sole judgment of the CAN, best serves the interests of the community.

CAN reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm.

BIDDER’S CONFERENCE

CAN will hold a Bidder’s Conference on Friday, December 18, 2009 @ 9:00 AM, at CAN Headquarters, 355 Standard Veneer Road, Crescent City, CA, in which all interested bidders will be

personally informed of the project and allowed to inquire about any aspect of the RFB or the project itself. Though not required, advance notice of planned attendance is requested. Attendance is also not required as a condition of bid award. Weather permitting and subsequent to primary meeting, Bidder's Conference participants will travel to and view proposed construction site.

CONFLICT OF INTEREST AND ASSURANCES

Contractor confirms that no official or employee of CAN, nor any business entity in which an official of CAN has an interest, has been employed or retained in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to CAN.

Contractor must be willing, upon sufficient review, to sign a non-compete agreement prohibiting Contractor from engaging in non-CAN building projects which utilize CAN Cottages-oriented hybridized shipping container design. The non-compete agreement will extend a specified length of time after completion of prototype, unless permission is otherwise granted by CAN and Architect. All conceptual designs and blueprints will remain the property of CAN and the Architect after completion of the prototype, and may only be used with express written permission from both parties.

INSURANCE

The successful bidder shall provide proof of being licensed, bonded, and insured. The contractor shall provide a Payment and Performance bond for the amount of the contract by an A rated surety company, and shall provide Certificates of Insurance naming CAN as additional insured for the following:

- A. \$1,000,000 per occurrence General Liability and Property Damage coverage on an occurrence basis.
- B. Automobile Liability Insurance limits \$1,000,000 per occurrence bodily injury and property damage. All policies must include owned, non-owned and hired automobiles.
- C. Workers Compensation naming CAN as an additional insured with statutory limits for California.

These policies shall not be cancelable without thirty (30) days advance written notice to CAN, and shall be in a form and by a surety approved by CAN. The Contractor's insurance coverage shall be primary insurance.

INDEMNIFICATION

Contractor shall indemnify and hold harmless CAN from and against any and all Liabilities and every claim or demand which may be made for any personal injury or death, damage to property or contamination of property, or the adverse effects on, the environment, to the extent directly or indirectly caused by, or arising from or in connection with Contractor's activities. Such duty shall be irrespective of the date upon which the claim or demand is asserted.

It is understood that the duty of the Contractor to indemnify and hold harmless includes the duty to defend as set for in Section 2778 of the California Civil Code. Acceptance by CAN of insurance certificates and endorsements required under this Agreement does not relieve Contractor from Liability under this indemnification and hold harmless clause. The indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been

determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

None of the foregoing paragraphs shall be applicable if the injury, death or damage is caused solely by CAN negligence.

Contractor agrees that it shall immediately notify CAN and Contractor's insurance carriers of any incident occurring during performance of this contract which may result in a claim of liability.

ASSIGNMENT

Any contract resulting from this bid and any amendments or supplements thereto shall not be assignable by the successful bidder either voluntarily or by operation of law, without the written approval of CAN, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

As used above, the term 'CAN' means Community Assistance Network, or its officers, agents or employees.

As used above, the term 'Contractor' includes Contractor and Contractor's officers, agents or employees.

INQUIRY

Direct all inquiries regarding the bid to:

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