

***Humboldt Bay Harbor, Recreation and Conservation District
601 Startare Drive, Eureka, CA 95501***



Proposals due by 2:00 pm on February 2, 2012

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ADVERTISEMENT FOR PROPOSALS

HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT P.O. Box 1030 Eureka, CA 95502-1030

Separate sealed proposals will be received for the purchase of two (2) Security Pole Gates, delivered and installed with warranty at a pre-determined location on Woodley Island, Eureka, CA 95501.

The specifications for the two (2) Security Pole Gates are available at the Harbor District Office, 601 Startare Drive, Woodley Island, Eureka, CA, between the hours of 8:00 AM and 4:00 PM Monday through Friday and on the District's website www.humboldtby.org.

Proposals will be received by the Humboldt Bay Harbor, Recreation and Conservation District, Woodley Island Marina, P.O. Box 1030, Eureka, California, 95502-1030, until 2:00 PM Pacific Standard Time, February 2, 2012 and then at said office, publicly opened and read aloud. It is estimated that the proposals will be reviewed and potential action taken by the Humboldt Bay Harbor, Recreation and Conservation District Commission at its meeting on February 9, 2012. The successful supplier will then have until 5:00 PM on April 30, 2012 to deliver the mobile trailers to the District office at Woodley Island Marina.

A pre-bid meeting will be held on Wednesday, January 25, 2012 at 2:00 PM at the entrance of Woodley Island off Highway 255, Eureka, CA 95501.

The Harbor District reserves the right to reject any and all proposals. The Harbor District will not be liable for any cost incurred by the supplier incidental to the preparation, submittal or evaluation of their proposals, or in the negotiation, execution and delivery of an agreement that may be awarded as a result of this Advertisement for Proposals.

Patricia Tyson
Interim Chief Executive Officer
Humboldt Bay Harbor, Recreation and
Conservation District

MATERIALS TO BE SUBMITTED

The following items must be submitted in response to this Proposal Solicitation:

1. Completed and signed Purchase Agreement
2. Completed and signed Proposal Sheet
3. Completed Statement of Supplier's Qualifications
4. Supplier's References
5. Signed acknowledgment of any Purchase Agreement Amendments issued by District.

The following items may also be submitted in response to this solicitation:

1. Narrative information on the supplier's background and capabilities
2. Testimonials from customers
3. Supplier brochures or other literature

TENTATIVE SCHEDULE

Pre-bid conference	2:00 PM January 25, 2012
Proposals Due/Proposal Opening	2:00 PM February 2, 2012
Award	February 9, 2012
Delivery	On or before 5:00 PM April 30, 2012

SUBMITTAL INFORMATION

Sealed proposal documents are to be addressed to:

Humboldt Bay Harbor, Recreation and Conservation District
601 Startare Drive, Eureka, CA 95501

Attn: Two (2) Security Pole Gates

Proposal documents must be received by 2:00 PM local time on Thursday, February 2, 2012. Proposal documents received late will not be considered.

QUESTIONS? CONTACT:

Alan Bobillot, Director of Facility Maintenance
Humboldt Bay Harbor, Recreation and Conservation District
(707) 443-0801 Office (707) 834-3397 Cell
alan@portofhumboltdbay.org

PURCHASE AGREEMENT

THIS AGREEMENT, MADE THIS _____ DAY OF _____ 2012, by and between the Humboldt Bay Harbor, Recreation and Conservation District, hereinafter called the "**DISTRICT**" and _____ doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "**SUPPLIER.**"

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

SUPPLIER will deliver Two (2) Security Pole Gates; delivery of complete unit with warranty agreements and specifications as described in Exhibit A, which are incorporated by reference as part of this Agreement.

1. **SUPPLIER** will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the transportation, delivery and installation of Two (2) Security Pole Gates with warranty agreements as described in Exhibit A.
2. **SUPPLIER** will deliver and install two (2) Security Pole Gates, delivered with warranty agreements as described in Exhibit A to Woodley Island Marina, 601 Startare Drive, Eureka CA 95501 on or before 5:00 PM, April 30, 2012 unless the period for completion is extended otherwise by agreement of the **DISTRICT**.
3. **SUPPLIER** agrees to deliver and install the two (2) Security Pole Gates described in the Proposal Specifications, (Exhibit A) and comply with terms therein for the sum of \$_____.
4. Payment will be made within 30 days of delivery and acceptance by the **DISTRICT**.
5. The work under this Purchase Agreement is subject to the California State Retail Sales Tax. The contract amount includes sales tax as a separate amount and no extra payment of any kind will be made by the **DISTRICT** for the California State Sales Tax on any items or work performed under this Purchase Agreement. Such sales tax as may be required to be paid by the **SUPPLIER** to the State of California shall be paid and the **SUPPLIER** shall identify the sale as having been made within the City of Eureka, California.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

7. The **SUPPLIER** shall not assign the Purchase Agreement or any portion thereof without the prior written consent of the **DISTRICT**. The request for assignment must be addressed by the **SUPPLIER** to the **DISTRICT**.
8. **SUPPLIER** shall at its own cost and expense, procure and maintain a policy of Workers' Compensation and Employer's liability insurance for the protection of its employees engaged in the work required by this agreement and provide proof of such to **DISTRICT**.
9. **SUPPLIER** shall be responsible for all injuries or deaths to persons and all damage to property of **DISTRICT** or others caused by or resulting from the negligence of **SUPPLIER**, its employees, agents, or subcontractors during the progress of or connected with rendition of services herein rendered, and shall defend and hold harmless and indemnify **DISTRICT** and all its officers and employees of **DISTRICT** from all costs and payments for damages for injuries or deaths arising out of the negligence of performance of work of **SUPPLIER** or its subcontractors under this Agreement.
10. The **SUPPLIER** shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any governmental authority bearing on the performance of the work and shall notify the **DISTRICT** if the contract documents are at variance therewith.
11. The **SUPPLIER** shall be primarily responsible for all warranties on the two (2) Security Pole Gates, especially where subcontractors and/or suppliers of materials or components may decline responsibilities in failures of warranty items. It shall be **SUPPLIER'S** responsibility to seek and enforce any warranty rights it may have against any subcontractors or material or component providers. No exceptions to this section may be taken.
12. Contracts, notices, and changes requiring the signature of the **DISTRICT** shall not be binding upon the **DISTRICT** unless signed by the **DISTRICT** Board President who has been designated to administer the Purchase Agreement. Unless otherwise provided, said officer is the **DISTRICT** Board President or their delegate.
13. The governing law of this Purchase Agreement shall be the laws of the State of California and the Humboldt Bay Harbor, Recreation and Conservation District, including applicable rules and regulations thereof; location of formation and performance of the Agreement are both in Humboldt County, California and venue of any action related to the Agreement shall be in Humboldt County Superior Court.
14. The **DISTRICT** shall have the authority to require any corrections in the work, which are necessary to obtain conformance with the requirements of the Purchase Agreement, all at no additional cost to the **DISTRICT**.

15. The **SUPPLIER** shall be responsible for the acts and omissions of all of their Company's employees, subcontractors, and all other persons performing any of the work.
16. **SUPPLIER** shall correct any defective work subsequently discovered on all incomplete, inaccurate, or defective work rendered by **SUPPLIER** and shall be remedied by **SUPPLIER** on demand without cost to **DISTRICT** for a period of one (1) year commencing on the date of acceptance by **DISTRICT**. All deficiencies to be corrected in ten (10) days or one (1) or both of the Port Security Pole Gates will be returned to **SUPPLIER** for complete and satisfactory repairs at **SUPPLIER's** expense, including any expenses incurred in shipping the pole gates to and from the **SUPPLIER** for the necessary repairs.
17. If the **SUPPLIER** defaults or neglects to carry out the work in accordance with the Purchase Agreement or fails to perform any provision of the Purchase Agreement, the **DISTRICT** may, after seven (7) days written notice to the **SUPPLIER**, without prejudice to any other remedy it may have, terminate the Purchase Agreement.
18. The **SUPPLIER** shall comply with the requirements of all other ordinances, state statutes, laws, and regulations, whether or not stated herein, which are specifically applicable to the work to be performed.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in quadruplicate, each of which shall be deemed an original on the date first above written.

**Humboldt Bay Harbor, Recreation
And Conservation District
Owner**

ATTEST:

By _____
MIKE WILSON, President

Secretary

Business Name (If applicable)

Contractor Name (printed)

Signature of Contractor

Address/ Telephone Number

Exhibit A

Specifications

Two (2) Security Pole Gates Woodley Island Marina

One pair of Twenty-Four (24') foot "US Forest Service"-style gates delivered and installed at a predetermined location, Woodley Island Marina entrance; Startare Drive; Eureka, CA.

Materials to be used:

- Eight (8) inch schedule 40 pipe post set approximately four (4) feet in the ground with a minimum of $\frac{3}{4}$ yard of concrete.
- 1X4 flat bar hinge brackets.
- Four (4) inch schedule 40 pipe upper horizontal supports.
- Two (2) inch schedule 40 pipe lower horizontal with One and One half (1 $\frac{1}{2}$) schedule 40 pipe vertical supports.
- Eight (8) inch pipe lock box with One (1) inch diameter pin.

Gates will be lockable in an open position using separate lock poles and chains.

All material hot-dipped galvanized after fabrication and epoxy-painted Forest Green.

Gates to be installed.

Warranty

Gates will be free of defects for One (1) year from time of delivery.

Proposal Sheet

Proposal Item

Proposal Amount

Item 1

Two (2) Security Pole Gates (Exhibit A)

Total Proposal

I, _____, representing

Printed Name (Firm)

Do hereby certify the above Proposal as true and correct.

_____, Signature and Date

STATEMENT OF SUPPLIER'S QUALIFICATIONS

Each Supplier proposing work included in these contract documents shall prepare and submit the following data along with their proposal.

1. Name of supplier:

2. Business address:

3. Business phone:

Email:

4. How many years have you been engaged in business under the present firm name?

5. Describe the general character of work performed by your company:

6. State Registration No.:

7. Uniform Business Identification (UBI) No.:

8. Industrial Insurance Account No.:

9. Federal Tax Identification No.:

10. I certify that other contracts now in progress or hereafter obtained will not interfere with timely delivery of products should I be awarded the contract.

Company:

Authorized Signature:

Printed Name:

Title: _____