

Attachment A – Vendors

	Company	Contact	Address	Phone & Email
1.	C. B. Roadways, Inc.	Sonia Cheema, President	1754 Technology Drive, Suite 200, San Jose, CA	408-600-7555 sonia@cbroadwaysinc.com
2.	Terry Johnson Trucking, Inc	Terry/Justin Johnson, Presidents	31186 W. Gale Avenue Coalina CA 93210	559-935-0371 Candida@oldham@tjtinc.net
3.	Clay Miranda Trucking	Mike Miranda, President	PO Box 11983 Fresno CA 93776	559-275-6250 mike@cmtink.com
4.	Dragon Material Transport, Inc.	Brandon/Summer Bradford, Presidents	1638 W. Jensen Ave Fresno, CA 93706	559-490-6877 Brandon.bradford@dragonmaterial.com Summer.bradford@dragonmaterial.com

Attachment B - Pricing

Non - Prevailing Wage

Non-Prevailing Wage

#	ZONE	EQUIPMENT TYPE	C.B. Roadways, Inc.			Terry Johnson			Clay Miranda			Dragon		
			Qt of Trucks	Hourly Rate	Dispatch Locations	Qt of Trucks	Hourly Rate	Dispatch Address	Qt of Trucks	Hourly Rate	Dispatch Address	Qt of Trucks	Hourly Rate	Dispatch Locations
1	A Day	Double Bottom Dump	5	\$ 134.94	2733 W Princeton Ave, Fresno	25	\$ 130.00	31186 W Gale Ave, Coalinga	15	\$ 130.00	3220 W Belmont Fresno, CA	10	\$ 120.00	1638 W Jensen Ave, Fresno
2	A Day	Demolition Trailer Rig	5	\$ 124.94	1638 W Jensen Ave, Fresno	5	\$ 135.00	8270 E Lacey Blvd, Hanford	7	\$ 135.00				42492 Rockledge Road, Shaver Lake
3	A Day	Transfer Rigs	5	\$ 124.94	1754 Technology Drive, Suite 200, San Jose	12	\$ 130.00		5	\$ 130.00				
4	A Day	Super 10's	10	\$ 124.94		11	\$ 130.00		20	\$ 130.00		5	\$ 120.00	
5	A Day	Lowbed Rigs (16 Tire)	5	\$ 124.94		2	\$ 140.00		1	\$ 140.00				
6	A Day	60' Expando Lowbed	5	\$ 124.94		2	\$ 140.00		1	\$ 140.00				
7	A Night	Double Bottom Dump		\$ 134.94			\$ 140.00			\$ 140.00			\$ 128.00	
8	A Night	Demolition Trailer Rig		\$ 124.95			\$ 145.00			\$ 145.00				
9	A Night	Transfer Rigs		\$ 124.94			\$ 140.00			\$ 140.00				
10	A Night	Super 10's		\$ 124.94			\$ 140.00			\$ 140.00			\$ 130.00	
11	A Night	Lowbed Rigs (16 Tire)		\$ 124.94			\$ 150.00			\$ 150.00				
12	A Night	60' Expando Lowbed		\$ 124.94			\$ 150.00			\$ 150.00				
13	B Day	Double Bottom Dump		\$ 139.34			\$ 140.00			\$ 140.00			\$ 140.00	
14	B Day	Demolition Trailer Rig		\$ 139.34			\$ 145.00			\$ 145.00				
15	B Day	Transfer Rigs		\$ 139.34			\$ 140.00			\$ 140.00				
16	B Day	Super 10's		\$ 139.34			\$ 140.00			\$ 140.00			\$ 140.00	
17	B Day	Lowbed Rigs (16 Tire)		\$ 139.34			\$ 150.00			\$ 150.00				
18	B Day	60' Expando Lowbed		\$ 139.34			\$ 150.00			\$ 150.00				
19	B Night	Double Bottom Dump		\$ 139.34			\$ 150.00			\$ 150.00			\$ 150.00	
20	B Night	Demolition Trailer Rig		\$ 139.34			\$ 155.00			\$ 155.00				
21	B Night	Transfer Rigs		\$ 139.34			\$ 150.00			\$ 150.00				
22	B Night	Super 10's		\$ 139.34			\$ 150.00			\$ 150.00			\$ 150.00	
23	B Night	Lowbed Rigs (16 Tire)		\$ 139.34			\$ 160.00			\$ 160.00				
24	B Night	60' Expando Lowbed		\$ 139.34			\$ 160.00			\$ 160.00				

Prevailing Wage

B. Definition of Zones:

Any combination of the zones detailed below will be calculated and charged on a proportional basis of the affected rates and usage.

Zone	Description
"A Day"	To be performed 6:00 AM – 8:00 PM within the valley area of Fresno County below 1,000-foot elevation.
"A Night"	To be performed 8:00 PM – 6:00 AM within the valley area of Fresno County below the 1,000-foot elevation.
"B Day"	To be performed 6:00 AM – 8:00 PM in the foothill and mountain areas of Fresno County above the 1,000-foot elevation.
"B Night"	To be performed 8:00 PM – 6:00 AM in the foothill and mountain areas of Fresno County above the 1,000-foot elevation.

C. Submit hourly rates for the zones listed below and equipment types specified. Please add any other equipment that may be available for use under this agreement, include cost.

	ZONE	EQUIPMENT TYPE	ANNUAL USAGE (estimated hours)	HOURLY RATE	TOTAL (Usage x Rate)
1	A Day	Double Bottom Dump	1800	\$ 134.94	\$ 242,892.00
2	A Day	Demolition Trailer Rig	180	\$ 134.94	\$ 24,289.20
3	A Day	Transfer Rigs	1800	\$ 129.94	\$ 233,892.00
4	A Day	Super 10's	1800	\$ 134.94	\$ 242,892.00
5	A Day	Lowbed Rigs (16 Tire)	90	\$ 134.94	\$ 12,144.60
6	A Day	60' Expando Lowbed	90	\$ 134.94	\$ 12,144.60
7	A Night	Double Bottom Dump	150	\$ 134.94	\$ 20,241.00
8	A Night	Demolition Trailer Rig	15	\$ 139.94	\$ 2,099.10
9	A Night	Transfer Rigs	150	\$ 134.94	\$ 20,241.00
10	A Night	Super 10's	1800	\$ 129.94	\$ 233,982.00
11	A Night	Lowbed Rigs (16 Tire)	15	\$ 144.94	\$ 2,174.10
12	A Night	60' Expando Lowbed	90	\$ 144.94	\$ 13,044.60
13	B Day	Double Bottom Dump	900	\$ 139.94	\$ 125,946.00
14	B Day	Demolition Trailer Rig	90	\$ 139.94	\$ 12,594.60
15	B Day	Transfer Rigs	900	\$ 139.94	\$ 125,946.00

C.B. Roadways Inc.

Quotation No. 21-053

Page 20

16	B Day	Super 10's	1800	\$ 139.94	\$ 251,892.00
17	B Day	Lowbed Rigs (16 Tire)	90	\$ 144.94	\$ 13,044.60
18	B Day	60' Expando Lowbed	90	\$ 144.94	\$ 13,044.60
19	B Night	Double Bottom Dump	150	\$ 144.94	\$ 21,741.00
20	B Night	Demolition Trailer Rig	15	\$ 144.94	\$ 2,174.10
21	B Night	Transfer Rigs	150	\$ 144.94	\$ 21,741.00
22	B Night	Super 10's	1800	\$ 144.94	\$ 260,892.00
23	B Night	Lowbed Rigs (16 Tire)	15	\$ 154.94	\$ 2,324.10
24	B Night	60' Expando Lowbed	90	\$ 154.94	\$ 13,944.60
			TOTAL=	\$	\$ 1,923,016.80

D. Please add any other equipment that may be available for use under this agreement (see "A" above) and include Zone and hourly rate.

	ZONE	EQUIPMENT TYPE	HOURLY RATE
1	A or B	Water Trucks	\$ 195
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$

Terry Johnson Trucking Inc.

Quotation No. 21-053

Page 20

16	B Day	Super 10's	1800	\$ 140.00	\$252,00.00
17	B Day	Lowbed Rigs (16 Tire)	90	\$150.00	\$13,500.00
18	B Day	60' Expando Lowbed	90	\$150.00	\$13,500.00
19	B Night	Bottom Dump	50	\$150.00	\$22,500.00
20	B Night	Demolition Trailer Rig	5	\$155.00	\$2,325.00
21	B Night	Lowbed Rig	50	\$150.00	\$22,500.00
22	B Night	Super 10's	1800	\$150.00	\$270,000.00
23	B Night	Lowbed Rigs (16 Tire)	15	\$160.00	\$2,400.00
24	B Night	60' Expando Lowbed	90	\$160.00	\$14,400.00
			TOTAL=	\$	\$1,941,600.00

Delete

D. Please add any other equipment that may be available for use under this agreement (see "A" above) and include Zone and hourly rate.

Prevailing Wage

	ZONE	EQUIPMENT TYPE *** PREVAILING WAGE ***	HOURLY RATE
1	A Day	Double Bottom, Supers, Transfers – On/Off Haul To/From Job Site	\$140.00
2	A Day	Demo Trailer Rig - On/Off Haul To/From Job Site	\$145.00
3	A Night	Double Bottom, Supers, Transfers – On/Off Haul To/From Job Site	\$150.00
4	A Night	Demo Trailer Rig - On/Off Haul To/From Job Site	\$155.00
5	A Day	Double Bottom, Supers, Transfers – Full Prevailing Wage	\$170.00
6	A Day	Double Bottom, Supers, Transfers – Full Prevailing Wage	\$175.00
7	A Night	Double Bottom, Supers, Transfers – Full Prevailing Wage	\$180.00
8	A Night	Demo Trailer Rig – Full Prevailing Wage	\$185.00
9	B Day	Double Bottom, Supers, Transfers – On/Off Haul To/From Job Site	\$150.00
10	B Day	Demo Trailer Rig - On/Off Haul To/From Job Site	\$155.00
11	B Night	Double Bottom, Supers, Transfers – On/Off Haul To/From Job Site	\$160.00
12	B Night	Demo Trailer Rig - On/Off Haul To/From Job Site	\$165.00
13	B Day	Double Bottom, Supers, Transfers – Full Prevailing Wage	\$180.00
14	B Day	Demo Trailer Rig – Full Prevailing Wage	\$185.00
15	B Night	Double Bottom, Supers, Transfers – Full Prevailing Wage	\$190.00
16	B Night	Demo Trailer Rig – Full Prevailing Wage	\$195.00

Clay Miranda Trucking

16	B Day	Super 10's	1800	\$ 140	\$ 252,000
17	B Day	Lowbed Rigs (16 Tire)	90	\$ 150	\$ 13,500
18	B Day	60' Expando Lowbed	90	\$ 150	\$ 13,500
19	B Night	Double Bottom Dump	150	\$ 150	\$ 22,500
20	B Night	Demolition Trailer Rig	15	\$ 155	\$ 2,325
21	B Night	Transfer Rigs	150	\$ 150	\$ 22,500
22	B Night	Super 10's	1800	\$ 150	\$ 270,000
23	B Night	Lowbed Rigs (16 Tire)	15	\$ 160	\$ 2,400
24	B Night	60' Expando Lowbed	90	\$ 160	\$ 14,400
			TOTAL=	\$	\$ 1,941,600

D. Please add any other equipment that may be available for use under this agreement (see "A" above) and include Zone and hourly rate.

	ZONE	EQUIPMENT TYPE	HOURLY RATE
		<i>Prevailing Rate</i>	
1	<i>A Day</i>	<i>on site OFF Site</i>	\$ 140
2	<i>A Day</i>	<i>on site</i>	\$ 170
3	<i>A Night</i>	<i>on site OFF site</i>	\$ 150
4	<i>A Night</i>	<i>on site</i>	\$ 180
5	<i>B Day</i>	<i>on site OFF Site</i>	\$ 150
6	<i>B Day</i>	<i>on site</i>	\$ 180
7	<i>B Night</i>	<i>on site OFF Site</i>	\$ 160
8	<i>B Night</i>	<i>on site</i>	\$ 190

These rates will apply to any trucks supplied to the county.

MM

B. Definition of Zones:

Any combination of the zones detailed below will be calculated and charged on a proportional basis of the affected rates and usage.

Zone	Description
"A Day"	To be performed 6:00 AM – 8:00 PM within the valley area of Fresno County below 1,000-foot elevation.
"A Night"	To be performed 8:00 PM – 6:00 AM within the valley area of Fresno County below the 1,000-foot elevation.
"B Day"	To be performed 6:00 AM – 8:00 PM in the foothill and mountain areas of Fresno County above the 1,000-foot elevation.
"B Night"	To be performed 8:00 PM – 6:00 AM in the foothill and mountain areas of Fresno County above the 1,000-foot elevation.

C. Submit hourly rates for the zones listed below and equipment types specified. Please add any other equipment that may be available for use under this agreement, include cost.

	ZONE	EQUIPMENT TYPE	ANNUAL USAGE (estimated hours)	HOURLY RATE	TOTAL (Usage x Rate)
1	A Day	Double Bottom Dump	1800	\$ 130 ⁰⁰	\$ 234,000
2	A Day	Demolition Trailer Rig	180	\$	\$
3	A Day	Transfer Rigs	1800	\$	\$
4	A Day	Super 10's	1800	\$ 130 ⁰⁰	\$ 234,000
5	A Day	Lowbed Rigs (16 Tire)	90	\$	\$
6	A Day	60' Expando Lowbed	90	\$	\$
7	A Night	Double Bottom Dump	150	\$ 140 ⁰⁰	\$ 21,000
8	A Night	Demolition Trailer Rig	15	\$	\$
9	A Night	Transfer Rigs	150	\$	\$
10	A Night	Super 10's	1800	\$ 140 ⁰⁰	\$ 252,000
11	A Night	Lowbed Rigs (16 Tire)	15	\$	\$
12	A Night	60' Expando Lowbed	90	\$	\$
13	B Day	Double Bottom Dump	900	\$ 140 ⁰⁰	\$ 126,000
14	B Day	Demolition Trailer Rig	90	\$	\$
15	B Day	Transfer Rigs	900	\$	\$

16	B Day	Super 10's	1800	\$	\$ 140. ⁰⁰	\$ 252,000
17	B Day	Lowbed Rigs (16 Tire)	90	\$		\$
18	B Day	60' Expando Lowbed	90	\$		\$
19	B Night	Double Bottom Dump	150	\$		\$
20	B Night	Demolition Trailer Rig	15	\$	\$ 150. ⁰⁰	\$ 22,500
21	B Night	Transfer Rigs	150	\$		\$
22	B Night	Super 10's	1800	\$	\$ 150. ⁰⁰	\$ 270,000
23	B Night	Lowbed Rigs (16 Tire)	15	\$		\$
24	B Night	60' Expando Lowbed	90	\$		\$
			TOTAL=	\$		\$ 141,500

D. Please add any other equipment that may be available for use under this agreement (see "A" above) and include Zone and hourly rate.

	ZONE	EQUIPMENT TYPE	HOURLY RATE
1			\$
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$

(#12)
 * If Dragon is unable to deliver material to job site due to equipment breakdown - Dragon will return material to material source at no charge to Fresno County.

**Attachment C – RFQ #
21-053**

COUNTY OF FRESNO



REQUEST FOR QUOTATION

NUMBER: 21-053

TRUCKING/HAULING SERVICES

Issue Date: May 13, 2021

Closing Date: MAY 27, 2021 AT 2:00 PM

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Debbie Scharnick at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFQ.
Bid must be signed and dated by an authorized officer or employee.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of _____ % _____ days will apply. County does not accept terms less than 15 days.

COMPANY

CONTACT PERSON

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

E-MAIL ADDRESS

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

Purchasing Use: DS:st

ORG/Requisition: 4510 / 5102100254

TABLE OF CONTENTS

	<u>PAGE</u>
KEY DATES	3
OVERVIEW	3
SCOPE OF WORK.....	3
BID INSTRUCTIONS	5
GENERAL REQUIREMENTS & CONDITIONS.....	6
INSURANCE REQUIREMENTS	14
PARTICIPATION.....	16
REFERENCE LIST.....	17
QUOTATION SCHEDULE.....	18
CHECK LIST	22

KEY DATES

RFQ Issue Date:	May 13, 2021
Written Questions for RFQ Due:	May 19, 2021 at 10:00 AM Questions must be submitted on the Bid Page at Public Purchase.
RFQ Closing Date:	May 27, 2021 at 2:00 PM Quotations must be electronically submitted on the Bid Page.

OVERVIEW

The County of Fresno on behalf of Road Maintenance and Operations Division is soliciting bids to establish a Master Agreement under which up to four (4) successful bidders will provide trucking/hauling services.

SCOPE OF WORK

The County of Fresno on behalf of Road Maintenance and Operations Division is soliciting bids to establish a Master agreement under which up to four (4) successful bidders will provide Truck/hauling services to various locations throughout Fresno County. The County maintains over 3,500 miles of roadway. It is the intent of the County to award up to four (4) contractors, under one Master Agreement, to provide the services described herein. Award will be determined by proximity of vendor dispatch center locations to the work sites and quantity of trucking vehicles available for hauling be considered in award.

Failure to provide ALL the following will cause the Bid to be deemed Non-Responsive:

- A. Trucking/hauling services will be provided on an as-needed basis when requested by the County.
- B. Contractors shall obtain and have in possession all required permits and licenses to perform the services described herein and shall adhere to all Federal, State, and local laws and/or ordinances.
 - a. All permits and licenses shall be active and current during the term of this Agreement.
- C. County shall provide Contractors a minimum of twenty-four (24) hours advance notice, either verbally or in writing, requesting trucking services, unless otherwise agreed to by both parties for special circumstances. Contractors shall be able to deliver trucks to the County designated location within this timeline [twenty-four (24) hours.].
- D. Contractors will be required to haul materials and equipment from specific equipment rental companies to particular job sites at differing locations throughout Fresno County.
- E. Materials include, but are not limited to sand, base rock, asphalt, and asphalt grindings.
- F. Chargeable/billable time will **begin** for each specific truck at the scheduled load time and point designated by the County representative (at the plant or, if in the field, upon arrival at the scheduled time).
- G. Chargeable/billable time period will **end** after each specific truck arrives at the starting point designated by the County representative for each specific haul day and hauler has obtained a signed acceptance/confirmation by an authorized County of Fresno representative.
 - a. Time units of up to and including three (3) minutes shall be rounded down.
 - b. Time units of excess of three (3) minutes shall be rounded up.
 - c. Hours to be billed and quoted in units of one-tenth (1/10) hour.
- H. Contractors shall have a method to respond to calls and provide trucking services twenty-four (24) hours a day, seven (7) days a week.

- I. Contractors shall submit detailed invoices that include the following:
 - a. Detailed description of each job completed (road segments, description of work site, project number).
 - b. Invoice number(s).
 - c. Date and time of request(s.)
 - d. Name of County employee that requested service.
 - e. Contractor's response time.
 - f. Clear description of truck vehicles provided.
 - g. Begin and end times as described above in "E-F".
 - h. Total billable hours.
 - i. Email all invoices to PWPBusinessOffice@fresnocountyca.gov.
- J. Contractors shall be able to provide trucking/hauling services for up to three (3) consecutive weeks and up to ten (10) consecutive hours per day.

BID INSTRUCTIONS

- Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- Bids received after the closing time will NOT be considered.
- All quotations shall remain firm for 180 days.
- Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing prior to the date and time stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- APPEALS: Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFQ. Appeals shall be submitted to County of Fresno Purchasing, 333 W. Pontiac Way, Clovis, CA 93612 **and** in Word format to gcornuelle@FresnoCountyCA.gov. Appeals should address only areas regarding RFQ contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

GENERAL REQUIREMENTS & CONDITIONS

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **do not** apply to this Request for Quotation.

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by May 19, 2021 at 10:00 AM, cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Debbie Scharnick at (559) 600-7110.

NOTE: Time constraints will prevent County from responding to questions submitted after the cut-off date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

AWARD: Award will be made to the four (4) vendors offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. Past performance (County contracts within the past seven years) and references may factor into awarding of a contract. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids. Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

CODES AND REGULATIONS: All work and material to conform to all applicable Federal, State, local and special district building codes, laws, ordinances, and regulations.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 7.975% regardless of vendor's place of doing business.

TAXES, PERMITS & FEES: The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

TAXES, CHARGES AND EXTRAS:

- A) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- B) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- C) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

SPECIFICATIONS AND EQUALS: Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

PACKAGING: Each item listed in the bid gives as part of its description the minimum packaging size that the County would order. The County feels it more reasonable to order the successful bidder's standard "carton" sizes; therefore, each bidder is asked to fill in the information for each item. Normally the circumstances resort to minimum package size orders. Be sure to fill in your "standard" carton size on the quotation schedule if different from stated.

Quote separate prices on each individual item in County unit of measure (i.e., EA, DZ, PG, not your standard carton price).

VENDOR ASSISTANCE: Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

BIDDERS' LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

PRICES: Bidder agrees that prices quoted are for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

ADDENDA: In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

INVOICING: All invoices are to be electronically submitted to PWPBusinessOffice@fresnocountyca.gov. Each invoice shall include a detailed description of each job, date and time of service request, name of the County employee that requested the service, Contractor's response time, a clear description of trucks provided, beginning and end times, and total billable hours.

PAYMENT: County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, in lieu of the net forty-five (45) days payment terms.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years.

RENEWAL: Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

QUANTITIES: Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

ORDERING: Orders will be placed as required by County of Fresno Roads Maintenance and Operations.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

MATERIALS TO BE NEW: All materials shall be new and of merchantable grade, free from defect. No bid will be considered unless it is accompanied by a complete list of manufacturer's catalog numbers of the items, which the bidder proposes to furnish, together with full descriptive literature on all items so enumerated. If item proposed differs from these specifications, bidder shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.

SAFETY DATA SHEETS: With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

RECYCLED PRODUCTS/MATERIALS: Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

EXAMINATION OF SITE: Where work is to be performed on County site, each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

DAMAGE TO EXISTING WORK: Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

CLEAN UP: The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

WATER, POWER & TOILET FACILITIES: Successful bidder may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidder. Successful bidder will be required, however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

COORDINATE WORK WITH OWNER: Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

INSPECTION: All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

SUPERVISION: The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

STANDARD OF PERFORMANCE: All work shall be performed in a good and workmanlike manner.

SAFEGUARDS: The successful bidder shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.

BONDS:

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond.

BONDING COMPANY: The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

COORDINATION AND COMPLETION: The successful bidder shall contact and meet with the County Coordinator at the job site prior to commencement and completion of any work.

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

LIQUIDATED DAMAGES: The Contractor will be assessed liquidated damages in the amount of two thousand dollars (\$2,000.00), per truck, per hour for each hour of delay for material not delivered or picked up at the specified date and time under this agreement. This sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a breach.

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

GUARANTEE: The successful bidder shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

DEFAULT: In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

OBLIGATIONS OF CONTRACTOR: Contractor warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

TIE BIDS: With all other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, the tied vendors will be granted the opportunity to submit new bids or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

DATA SECURITY: Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

AUDITS AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

BIDDER TO COMPLETE:

GUARANTEED PICK UP AND/OR DELIVERY: Bidders will be considered in award of bid only if they can guarantee services within twenty-four (24) hours of request. Enter guarantee on this line (i.e. amount of time from receipt of order to delivery):

State specific location, where service and/or maintenance can be obtained. Failure to furnish this information will be cause for rejection of bid.

Successful bidders will be required to file any new price list that may become effective during the life of the contract with the County of Fresno Purchasing Manager within thirty (30) days of its becoming effective.

State Purchase Order mailing address:

MINIMUM ORDER: Bidder to state minimum order quantities and charges for less than minimum order quantity (if not stated it will be assumed there are none).

SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

LICENSE AND PERMITS:

Bidder to possess appropriate license and permits for the project in accordance with current regulations/statutes.

The bidder shall possess a current Federal DOT, Motor Carrier Authority Numbers, and a United Carrier Registration or another license class and permits that cover the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license and/or permit is other than the above mentioned, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

Number and Class: _____

Date of Issue: _____

Failure to submit verification of license and permits may result in bidder's response being considered non-responsive.

INSURANCE REQUIREMENTS

INSURANCE: Without limiting the County's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. **Commercial General Liability:** Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. **Automobile Liability:** Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. **Professional Liability:** If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. **Worker's Compensation:** A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Public Works Roads, 2220 Tulare Street, 6th Floor, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

BIDDER TO COMPLETE THE FOLLOWING:

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

QUOTATION SCHEDULE

Price quotes shall include all miscellaneous and related charges. The County will only pay costs expressly included and itemized in the bid. Each hourly rate quoted shall include all labor, materials, equipment, travel time, transportation, fees, permits, insurances, licenses, overhead, taxes, etc. to perform trucking/hauling services as specified. Quantities listed herein are annual estimates based on past usage and are not guaranteed.

A. Equipment Description & Quantity:

Bidder is to list the quantity available of each equipment and tonnage capacity to support the County contract. Please add any other vehicles that may be available for use with this agreement

	Equipment Description	Quantity Available	Tonnage Capacity
1	Double Bottom Dumps		
2	Demotion Trailer Rig		
3	Transfer Rig		
4	Super 10's		
5	Lowbed Rig (16 tire)		
6	60' Expando Lowbed		
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

B. Definition of Zones:

Any combination of the zones detailed below will be calculated and charged on a proportional basis of the affected rates and usage.

Zone	Description
"A Day"	To be performed 6:00 AM – 8:00 PM within the valley area of Fresno County below 1,000-foot elevation.
"A Night"	To be performed 8:00 PM – 6:00 AM within the valley area of Fresno County below the 1,000-foot elevation.
"B Day"	To be performed 6:00 AM – 8:00 PM in the foothill and mountain areas of Fresno County above the 1,000-foot elevation.
"B Night"	To be performed 8:00 PM – 6:00 AM in the foothill and mountain areas of Fresno County above the 1,000-foot elevation.

C. Submit hourly rates for the zones listed below and equipment types specified. Please add any other equipment that may be available for use under this agreement, include cost.

	ZONE	EQUIPMENT TYPE	ANNUAL USAGE (estimated hours)	HOURLY RATE	TOTAL (Usage x Rate)
1	A Day	Double Bottom Dump	1800	\$	\$
2	A Day	Demolition Trailer Rig	180	\$	\$
3	A Day	Transfer Rigs	1800	\$	\$
4	A Day	Super 10's	1800	\$	\$
5	A Day	Lowbed Rigs (16 Tire)	90	\$	\$
6	A Day	60' Expando Lowbed	90	\$	\$
7	A Night	Double Bottom Dump	150	\$	\$
8	A Night	Demolition Trailer Rig	15	\$	\$
9	A Night	Transfer Rigs	150	\$	\$
10	A Night	Super 10's	1800	\$	\$
11	A Night	Lowbed Rigs (16 Tire)	15	\$	\$
12	A Night	60' Expando Lowbed	90	\$	\$
13	B Day	Double Bottom Dump	900	\$	\$
14	B Day	Demolition Trailer Rig	90	\$	\$
15	B Day	Transfer Rigs	900	\$	\$

16	B Day	Super 10's	1800	\$	\$
17	B Day	Lowbed Rigs (16 Tire)	90	\$	\$
18	B Day	60' Expando Lowbed	90	\$	\$
19	B Night	Double Bottom Dump	150	\$	\$
20	B Night	Demolition Trailer Rig	15	\$	\$
21	B Night	Transfer Rigs	150	\$	\$
22	B Night	Super 10's	1800	\$	\$
23	B Night	Lowbed Rigs (16 Tire)	15	\$	\$
24	B Night	60' Expando Lowbed	90	\$	\$
			TOTAL=	\$	\$

D. Please add any other equipment that may be available for use under this agreement (see "A" above) and include Zone and hourly rate.

	ZONE	EQUIPMENT TYPE	HOURLY RATE
1			\$
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$

E. Trucking Yard Addresses

State address of all trucking yards from which trucking/hauling will be dispatched:
1.
2.
3.
4.
5.
6.
7.
8.
9.

CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

Check off each of the following:

1. _____ The Request for Quotation (RFQ) has been signed and completed.
2. _____ Addenda, if any, have been signed and included in the bid package.
3. _____ The completed *Reference List* as provided with this RFQ.
4. _____ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
5. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
6. _____ The *Participation* page as provided within this RFQ has been signed and included
7. _____ *Bidder to Complete* page as provided with this RFQ.
8. _____ Verification of Contractor's License and Permits.
9. _____ Return checklist with RFQ response.
10. _____ **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

Attachment D-1
C.B. Roadways, Inc.

COUNTY OF FRESNO



REQUEST FOR QUOTATION

NUMBER: 21-053

TRUCKING/HAULING SERVICES

Issue Date: May 13, 2021

Closing Date: MAY 27, 2021 AT 2:00 PM

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Debbie Scharnick at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFQ.
Bid must be signed and dated by an authorized officer or employee.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of n/a % days will apply. County does not accept terms less than 15 days.

C. B. Roadways, Inc.

COMPANY

Sonia Cheema, President *Contact for Bid: Kristian Laughlin, Niagara Consulting, kristian@niagaraconsulting.net 332-216-3555*

CONTACT PERSON

1754 Technology Drive, Suite 200, San Jose, CA,

ADDRESS

San Jose

CA

95110

CITY

STATE

ZIP CODE

408-600-7555

sonia@cbroadwaysinc.com

TELEPHONE NUMBER

E-MAIL ADDRESS

AUTHORIZED SIGNATURE

Sonia Cheema

President

PRINT NAME

TITLE

Purchasing Use: DS:st

ORG/Requisition: 4510 / 5102100254

TABLE OF CONTENTS

	<u>PAGE</u>
KEY DATES	3
OVERVIEW	3
SCOPE OF WORK.....	3
BID INSTRUCTIONS	5
GENERAL REQUIREMENTS & CONDITIONS.....	6
INSURANCE REQUIREMENTS	14
PARTICIPATION.....	16
REFERENCE LIST.....	17
QUOTATION SCHEDULE.....	18
CHECK LIST	22

KEY DATES

RFQ Issue Date:	May 13, 2021
Written Questions for RFQ Due:	May 19, 2021 at 10:00 AM Questions must be submitted on the Bid Page at Public Purchase.
RFQ Closing Date:	May 27, 2021 at 2:00 PM Quotations must be electronically submitted on the Bid Page.

OVERVIEW

The County of Fresno on behalf of Road Maintenance and Operations Division is soliciting bids to establish a Master Agreement under which up to four (4) successful bidders will provide trucking/hauling services.

SCOPE OF WORK

The County of Fresno on behalf of Road Maintenance and Operations Division is soliciting bids to establish a Master agreement under which up to four (4) successful bidders will provide Truck/hauling services to various locations throughout Fresno County. The County maintains over 3,500 miles of roadway. It is the intent of the County to award up to four (4) contractors, under one Master Agreement, to provide the services described herein. Award will be determined by proximity of vendor dispatch center locations to the work sites and quantity of trucking vehicles available for hauling be considered in award.

Failure to provide ALL the following will cause the Bid to be deemed Non-Responsive:

- A. Trucking/hauling services will be provided on an as-needed basis when requested by the County.
- B. Contractors shall obtain and have in possession all required permits and licenses to perform the services described herein and shall adhere to all Federal, State, and local laws and/or ordinances.
 - a. All permits and licenses shall be active and current during the term of this Agreement.
- C. County shall provide Contractors a minimum of twenty-four (24) hours advance notice, either verbally or in writing, requesting trucking services, unless otherwise agreed to by both parties for special circumstances. Contractors shall be able to deliver trucks to the County designated location within this timeline [twenty-four (24) hours.].
- D. Contractors will be required to haul materials and equipment from specific equipment rental companies to particular job sites at differing locations throughout Fresno County.
- E. Materials include, but are not limited to sand, base rock, asphalt, and asphalt grindings.
- F. Chargeable/billable time will **begin** for each specific truck at the scheduled load time and point designated by the County representative (at the plant or, if in the field, upon arrival at the scheduled time).
- G. Chargeable/billable time period will **end** after each specific truck arrives at the starting point designated by the County representative for each specific haul day and hauler has obtained a signed acceptance/confirmation by an authorized County of Fresno representative.
 - a. Time units of up to and including three (3) minutes shall be rounded down.
 - b. Time units of excess of three (3) minutes shall be rounded up.
 - c. Hours to be billed and quoted in units of one-tenth (1/10) hour.
- H. Contractors shall have a method to respond to calls and provide trucking services twenty-four (24) hours a day, seven (7) days a week.

- I. Contractors shall submit detailed invoices that include the following:
 - a. Detailed description of each job completed (road segments, description of work site, project number).
 - b. Invoice number(s).
 - c. Date and time of request(s.)
 - d. Name of County employee that requested service.
 - e. Contractor's response time.
 - f. Clear description of truck vehicles provided.
 - g. Begin and end times as described above in "E-F".
 - h. Total billable hours.
 - i. Email all invoices to PWPBusinessOffice@fresnocountyca.gov.
- J. Contractors shall be able to provide trucking/hauling services for up to three (3) consecutive weeks and up to ten (10) consecutive hours per day.

BID INSTRUCTIONS

- Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- Bids received after the closing time will NOT be considered.
- All quotations shall remain firm for 180 days.
- Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing prior to the date and time stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- APPEALS: Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFQ. Appeals shall be submitted to County of Fresno Purchasing, 333 W. Pontiac Way, Clovis, CA 93612 **and** in Word format to gcornuelle@FresnoCountyCA.gov. Appeals should address only areas regarding RFQ contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

GENERAL REQUIREMENTS & CONDITIONS

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **do not** apply to this Request for Quotation.

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by May 19, 2021 at 10:00 AM, cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Debbie Scharnick at (559) 600-7110.

NOTE: Time constraints will prevent County from responding to questions submitted after the cut-off date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

AWARD: Award will be made to the four (4) vendors offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. Past performance (County contracts within the past seven years) and references may factor into awarding of a contract. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids. Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

CODES AND REGULATIONS: All work and material to conform to all applicable Federal, State, local and special district building codes, laws, ordinances, and regulations.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 7.975% regardless of vendor's place of doing business.

TAXES, PERMITS & FEES: The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

TAXES, CHARGES AND EXTRAS:

- A) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- B) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- C) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

SPECIFICATIONS AND EQUALS: Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

PACKAGING: Each item listed in the bid gives as part of its description the minimum packaging size that the County would order. The County feels it more reasonable to order the successful bidder's standard "carton" sizes; therefore, each bidder is asked to fill in the information for each item. Normally the circumstances resort to minimum package size orders. Be sure to fill in your "standard" carton size on the quotation schedule if different from stated.

Quote separate prices on each individual item in County unit of measure (i.e., EA, DZ, PG, not your standard carton price).

VENDOR ASSISTANCE: Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

BIDDERS' LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

PRICES: Bidder agrees that prices quoted are for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

ADDENDA: In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

INVOICING: All invoices are to be electronically submitted to PWPBusinessOffice@fresnocountyca.gov. Each invoice shall include a detailed description of each job, date and time of service request, name of the County employee that requested the service, Contractor's response time, a clear description of trucks provided, beginning and end times, and total billable hours.

PAYMENT: County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, in lieu of the net forty-five (45) days payment terms.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years.

RENEWAL: Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

QUANTITIES: Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

ORDERING: Orders will be placed as required by County of Fresno Roads Maintenance and Operations.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

MATERIALS TO BE NEW: All materials shall be new and of merchantable grade, free from defect. No bid will be considered unless it is accompanied by a complete list of manufacturer's catalog numbers of the items, which the bidder proposes to furnish, together with full descriptive literature on all items so enumerated. If item proposed differs from these specifications, bidder shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.

SAFETY DATA SHEETS: With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

RECYCLED PRODUCTS/MATERIALS: Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

EXAMINATION OF SITE: Where work is to be performed on County site, each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

DAMAGE TO EXISTING WORK: Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

CLEAN UP: The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

WATER, POWER & TOILET FACILITIES: Successful bidder may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidder. Successful bidder will be required, however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

COORDINATE WORK WITH OWNER: Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

INSPECTION: All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

SUPERVISION: The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

STANDARD OF PERFORMANCE: All work shall be performed in a good and workmanlike manner.

SAFEGUARDS: The successful bidder shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.

BONDS:

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond.

BONDING COMPANY: The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

COORDINATION AND COMPLETION: The successful bidder shall contact and meet with the County Coordinator at the job site prior to commencement and completion of any work.

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

LIQUIDATED DAMAGES: The Contractor will be assessed liquidated damages in the amount of two thousand dollars (\$2,000.00), per truck, per hour for each hour of delay for material not delivered or picked up at the specified date and time under this agreement. This sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a breach.

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

GUARANTEE: The successful bidder shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

DEFAULT: In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

OBLIGATIONS OF CONTRACTOR: Contractor warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

TIE BIDS: With all other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, the tied vendors will be granted the opportunity to submit new bids or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

DATA SECURITY: Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

AUDITS AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

BIDDER TO COMPLETE:

GUARANTEED PICK UP AND/OR DELIVERY: Bidders will be considered in award of bid only if they can guarantee services within twenty-four (24) hours of request. Enter guarantee on this line (i.e. amount of time from receipt of order to delivery):

Trucks guaranteed within 24 hours of request

State specific location, where service and/or maintenance can be obtained. Failure to furnish this information will be cause for rejection of bid.

Service: 1754 Technology drive, Suite 200, San Jose, CA, 95110

Maintenance: Coast Counties Peterbilt 1740 N 4th St, San Jose, CA 95112

Successful bidders will be required to file any new price list that may become effective during the life of the contract with the County of Fresno Purchasing Manager within thirty (30) days of its becoming effective.

State Purchase Order mailing address:

CB ROADWAYS, 1754 Technology drive, Suite 200, San Jose, CA, 95110

MINIMUM ORDER: Bidder to state minimum order quantities and charges for less than minimum order quantity (if not stated it will be assumed there are none).

8 Hours night work, 7 hours day work.

SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

Dragon Material Transport, Inc.

LICENSE AND PERMITS:

Bidder to possess appropriate license and permits for the project in accordance with current regulations/statutes.

The bidder shall possess a current Federal DOT, Motor Carrier Authority Numbers, and a United Carrier Registration or another license class and permits that cover the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license and/or permit is other than the above mentioned, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

Number and Class: DGS OSDS 1754532; Motor Carrier License 0410957; DIR 1000035239; CARB 40849

Date of Issue: 04/23/20 03/01/21 07/01/20

Failure to submit verification of license and permits may result in bidder's response being considered non-responsive.

INSURANCE REQUIREMENTS

INSURANCE: Without limiting the County's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Public Works Roads, 2220 Tulare Street, 6th Floor, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

BIDDER TO COMPLETE THE FOLLOWING:

PARTICIPATION

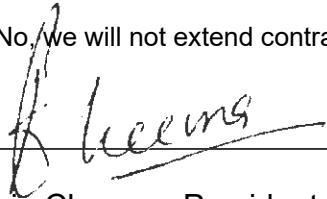
The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.



(Authorized Signature)

Sonia Cheema, President

Title

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: C. B. Roadways, Inc.

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: Santa Clara Valley Water District Contact: Richard Gilmore
 Address: 5750 Almaden Exp, San Jose CA 95118 RGilmore@valleywater.org
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) 408-630-3052 Date: 2017 - Ongoing
 Service Provided: Trucking/Hauling Services with annual purchase orders over \$1 Million

Reference Name: Gagliasso Trucking Contact: Donald Gagliasso
 Address: 415 Aldo Ave. Santa Clara, CA 95054 gagliasso.trucking@sbcglobal.net
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) 408-988-4021 Date: 2017 - Ongoing
 Service Provided: Trucking/Hauling Services various Truck types

Reference Name: Team North Construction Svs. Contact: Donn North
 Address: 150 Executive Park Blvd #3150 donn.north@gmail.com
 City: San Francisco CA 94134 State: _____ Zip: _____
 Phone No.: (_____) 415-467-0300 Date: 2017 - Ongoing
 Service Provided: Trucking/Hauling Services, Hauling Aggregates, Etc.

Reference Name: Rich Voss Trucking Contact: Steve Martini
 Address: 12100 Stevens Canyon Rd. Cupertino CA 95014
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) 408-253-2512 Date: 2018 - Ongoing
 Service Provided: Trucking/Hauling dirt, sand asphalt, rock, gravel and other materials

Reference Name: Granite Rock Contact: Brandon
 Address: 11711 Berryessa Rd, San Jose, CA 95133
 City: _____ State: CA Zip: _____
 Phone No.: (831) 818-6501 Date: April 2021 - Present
 Service Provided: Trucking / Hauling aggregates with various truck types

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

QUOTATION SCHEDULE

Price quotes shall include all miscellaneous and related charges. The County will only pay costs expressly included and itemized in the bid. Each hourly rate quoted shall include all labor, materials, equipment, travel time, transportation, fees, permits, insurances, licenses, overhead, taxes, etc. to perform trucking/hauling services as specified. Quantities listed herein are annual estimates based on past usage and are not guaranteed.

A. Equipment Description & Quantity:

Bidder is to list the quantity available of each equipment and tonnage capacity to support the County contract. Please add any other vehicles that may be available for use with this agreement

	Equipment Description	Quantity Available	Tonnage Capacity
1	Double Bottom Dumps	5+	26
2	Demotion Trailer Rig	5+	24
3	Transfer Rig	5+	24
4	Super 10's	10+	18
5	Lowbed Rig (16 tire)	5+	24
6	60' Expando Lowbed	5+	24
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

B. Definition of Zones:

Any combination of the zones detailed below will be calculated and charged on a proportional basis of the affected rates and usage.

Zone	Description
"A Day"	To be performed 6:00 AM – 8:00 PM within the valley area of Fresno County below 1,000-foot elevation.
"A Night"	To be performed 8:00 PM – 6:00 AM within the valley area of Fresno County below the 1,000-foot elevation.
"B Day"	To be performed 6:00 AM – 8:00 PM in the foothill and mountain areas of Fresno County above the 1,000-foot elevation.
"B Night"	To be performed 8:00 PM – 6:00 AM in the foothill and mountain areas of Fresno County above the 1,000-foot elevation.

C. Submit hourly rates for the zones listed below and equipment types specified. Please add any other equipment that may be available for use under this agreement, include cost.

	ZONE	EQUIPMENT TYPE	ANNUAL USAGE (estimated hours)	HOURLY RATE	TOTAL (Usage x Rate)
1	A Day	Double Bottom Dump	1800	\$ 134.94	\$ 242,892.00
2	A Day	Demolition Trailer Rig	180	\$ 124.94	\$ 22,489.20
3	A Day	Transfer Rigs	1800	\$ 124.94	\$ 224,892.00
4	A Day	Super 10's	1800	\$ 124.94	\$ 224,892.00
5	A Day	Lowbed Rigs (16 Tire)	90	\$ 124.94	\$ 11,244.60
6	A Day	60' Expando Lowbed	90	\$ 124.94	\$ 11,244.60
7	A Night	Double Bottom Dump	150	\$ 134.94	\$ 20,241.00
8	A Night	Demolition Trailer Rig	15	\$ 124.94	\$ 1,874.10
9	A Night	Transfer Rigs	150	\$ 124.94	\$ 18,741.00
10	A Night	Super 10's	1800	\$ 124.94	\$ 224,892.00
11	A Night	Lowbed Rigs (16 Tire)	15	\$ 124.94	\$ 1,874.10
12	A Night	60' Expando Lowbed	90	\$ 124.94	\$ 11,244.60
13	B Day	Double Bottom Dump	900	\$ 139.94	\$ 125,946.00
14	B Day	Demolition Trailer Rig	90	\$ 139.94	\$ 12,594.60
15	B Day	Transfer Rigs	900	\$ 139.94	\$ 125,946.00

16	B Day	Super 10's	1800	\$ 139.94	\$ 251,892.00
17	B Day	Lowbed Rigs (16 Tire)	90	\$ 139.94	\$ 12,594.60
18	B Day	60' Expando Lowbed	90	\$ 139.94	\$ 12,594.60
19	B Night	Double Bottom Dump	150	\$ 139.94	\$ 20,991.00
20	B Night	Demolition Trailer Rig	15	\$ 139.94	\$ 2,099.10
21	B Night	Transfer Rigs	150	\$ 139.94	\$ 20,991.00
22	B Night	Super 10's	1800	\$ 139.94	\$ 251,892.00
23	B Night	Lowbed Rigs (16 Tire)	15	\$ 139.94	\$ 2,099.10
24	B Night	60' Expando Lowbed	90	\$ 139.94	\$ 12,594.60
			TOTAL=	\$	\$1,868,755.80

D. Please add any other equipment that may be available for use under this agreement (see "A" above) and include Zone and hourly rate.

	ZONE	EQUIPMENT TYPE	HOURLY RATE
1	A or B	Water Trucks	\$ 195
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$

E. Trucking Yard Addresses

State address of all trucking yards from which trucking/hauling will be dispatched:	
1.	2733 W Princeton Ave, Fresno, CA 93705, United States
2.	1754 Technology drive, Suite 200, San Jose, CA,
3.	1638 W Jensen Ave, Fresno, CA 93706
4.	
5.	
6.	
7.	
8.	
9.	

C.B. Roadways Inc.

B. Definition of Zones:

Any combination of the zones detailed below will be calculated and charged on a proportional basis of the affected rates and usage.

Zone	Description
"A Day"	To be performed 6:00 AM – 8:00 PM within the valley area of Fresno County below 1,000-foot elevation.
"A Night"	To be performed 8:00 PM – 6:00 AM within the valley area of Fresno County below the 1,000-foot elevation.
"B Day"	To be performed 6:00 AM – 8:00 PM in the foothill and mountain areas of Fresno County above the 1,000-foot elevation.
"B Night"	To be performed 8:00 PM – 6:00 AM in the foothill and mountain areas of Fresno County above the 1,000-foot elevation.

C. Submit hourly rates for the zones listed below and equipment types specified. Please add any other equipment that may be available for use under this agreement, include cost.

	ZONE	EQUIPMENT TYPE	ANNUAL USAGE (estimated hours)	HOURLY RATE	TOTAL (Usage x Rate)
1	A Day	Double Bottom Dump	1800	\$ 134.94	\$ 242,892.00
2	A Day	Demolition Trailer Rig	180	\$ 134.94	\$ 24,289.20
3	A Day	Transfer Rigs	1800	\$ 129.94	\$ 233,892.00
4	A Day	Super 10's	1800	\$ 134.94	\$ 242,892.00
5	A Day	Lowbed Rigs (16 Tire)	90	\$ 134.94	\$ 12,144.60
6	A Day	60' Expando Lowbed	90	\$ 134.94	\$ 12,144.60
7	A Night	Double Bottom Dump	150	\$ 134.94	\$ 20,241.00
8	A Night	Demolition Trailer Rig	15	\$ 139.94	\$ 2,099.10
9	A Night	Transfer Rigs	150	\$ 134.94	\$ 20,241.00
10	A Night	Super 10's	1800	\$ 129.94	\$ 233,982.00
11	A Night	Lowbed Rigs (16 Tire)	15	\$ 144.94	\$ 2,174.10
12	A Night	60' Expando Lowbed	90	\$ 144.94	\$ 13,044.60
13	B Day	Double Bottom Dump	900	\$ 139.94	\$ 125,946.00
14	B Day	Demolition Trailer Rig	90	\$ 139.94	\$ 12,594.60
15	B Day	Transfer Rigs	900	\$ 139.94	\$ 125,946.00

C.B. Roadways Inc.

Quotation No. 21-053

Page 20

16	B Day	Super 10's	1800	\$ 139.94	\$ 251,892.00
17	B Day	Lowbed Rigs (16 Tire)	90	\$ 144.94	\$ 13,044.60
18	B Day	60' Expando Lowbed	90	\$ 144.94	\$ 13,044.60
19	B Night	Double Bottom Dump	150	\$ 144.94	\$ 21,741.00
20	B Night	Demolition Trailer Rig	15	\$ 144.94	\$ 2,174.10
21	B Night	Transfer Rigs	150	\$ 144.94	\$ 21,741.00
22	B Night	Super 10's	1800	\$ 144.94	\$ 260,892.00
23	B Night	Lowbed Rigs (16 Tire)	15	\$ 154.94	\$ 2,324.10
24	B Night	60' Expando Lowbed	90	\$ 154.94	\$ 13,944.60
			TOTAL=	\$	\$ 1,923,016.80

D. Please add any other equipment that may be available for use under this agreement (see "A" above) and include Zone and hourly rate.

	ZONE	EQUIPMENT TYPE	HOURLY RATE
1	A or B	Water Trucks	\$ 195
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$

CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

Check off each of the following:

- 1. The Request for Quotation (RFQ) has been signed and completed.
- 2. Addenda, if any, have been signed and included in the bid package.
- 3. The completed *Reference List* as provided with this RFQ.
- 4. The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
- 5. Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
- 6. The *Participation* page as provided within this RFQ has been signed and included
- 7. *Bidder to Complete* page as provided with this RFQ.
- 8. Verification of Contractor's License and Permits.
- 9. Return checklist with RFQ response.
- 10. **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 1754532

Legal Business Name:
C.B. ROADWAYS INC

Doing Business As (DBA) Name 1:
CB ROADWAYS INC

Doing Business As (DBA) Name 2:

Address:
PO BOX 730501
SAN JOSE
CA 95173

Email Address:
cbroadwaysinc@gmail.com

Business Web Page:
<http://www.cbroadwaysinc.com>

Business Phone Number:
408/600-7555

Business Fax Number:
408/709-2527

Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	04/23/2020	04/30/2022

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605


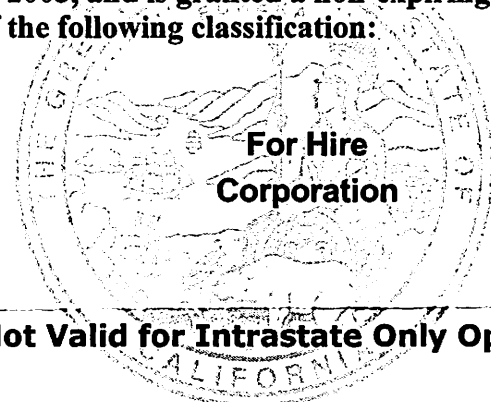
DEPARTMENT OF MOTOR VEHICLES
 Registration Operations Division MS H875
 P.O. BOX 932370 Sacramento, CA. 94232-3700
 (916) 657-8153



02/24/2021



C B ROADWAYS INC
 2680 N TRACI BLVD STE 4
 TRACY, CA 95376

 DEPARTMENT OF MOTOR VEHICLES A Public Service Agency		NON-EXPIRING MOTOR CARRIER PERMIT Combined Carrier			
DEPARTMENT OF MOTOR VEHICLES Registration Operations Division P.O. BOX 932370 Sacramento, CA. 94232-3700 C B ROADWAYS INC 2680 N TRACI BLVD STE 4 TRACY, CA 95376		Valid From:	03/01/2021	Valid Through:	Non-Expiring
		CA#:	0410957		
Pmt Date: N/A Office #: 154 Account #: 603559 Tech ID: ## Sequence #: #NNN Amt Paid: No Fee		The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification:  <p style="text-align: center;">For Hire Corporation</p>			
		Not Valid for Intrastate Only Operations			

!!!IMPORTANT REMINDERS!!!

1. This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements.
2. Federal Motor Carrier Safety Administration insurance requirements must be maintained.
3. If you commence intrastate only operations, you must renew your MCP.

California Relay Telephone Service for the Deaf or Hard of Hearing from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922



CALIFORNIA AIR RESOURCES BOARD

Certificate of Reported Compliance Truck and Bus Regulation

Issued to:

C.B. Roadways, Inc.

CA-0410957

5 Vehicles Reported

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed above has reported compliance with title 13, California Code of Regulations, section 2025 (Truck and Bus Regulation). If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to noncompliance penalties.

This certificate is valid until **December 31, 2021**

Printed on 2021-01-05

TRUCRS Fleet Identification

40849

Sydney Vergis
Division Chief, Mobile Source Control Division
California Air Resources Board

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onrdiesel/tblookup.php

Attachment D-2

Terry Johnson Trucking, Inc.

COUNTY OF FRESNO

*I-mailed 6/8/21
* Revised copy e-mailed
6/9/21*



REQUEST FOR QUOTATION

NUMBER: 21-053

TRUCKING/HAULING SERVICES

Issue Date: May 13, 2021

Closing Date: MAY 27, 2021 AT 2:00 PM

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Debbie Scharnick at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFQ.
Bid must be signed and dated by an authorized officer or employee.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of 0 % NET 30 days will apply. County does not accept terms less than 15 days.

TERRY JOHNSON TRUCKING, INC.

COMPANY

TERRY OR JUSTIN JOHNSON

CONTACT PERSON

31186 W. GALE AVE.

ADDRESS

COALINGA

CITY

CA

STATE

93210

ZIP CODE

(559-935-0371)

TELEPHONE NUMBER

Candida.Oldham@tjtinc.net

E-MAIL ADDRESS



AUTHORIZED SIGNATURE

JUSTIN JOHNSON

PRINT NAME

V.P.

TITLE

Purchasing Use: DS:st

ORG/Requisition: 4510 / 5102100254

TABLE OF CONTENTS

	<u>PAGE</u>
KEY DATES	3
OVERVIEW	3
SCOPE OF WORK.....	3
BID INSTRUCTIONS	5
GENERAL REQUIREMENTS & CONDITIONS.....	6
INSURANCE REQUIREMENTS	14
PARTICIPATION.....	16
REFERENCE LIST.....	17
QUOTATION SCHEDULE.....	18
CHECK LIST	22

KEY DATES

- RFQ Issue Date:** **May 13, 2021**
- Written Questions for RFQ Due:** **May 19, 2021 at 10:00 AM**
 Questions must be submitted on the Bid Page at Public Purchase.
- RFQ Closing Date:** **May 27, 2021 at 2:00 PM**
 Quotations must be electronically submitted on the Bid Page.

OVERVIEW

The County of Fresno on behalf of Road Maintenance and Operations Division is soliciting bids to establish a Master Agreement under which up to four (4) successful bidders will provide trucking/hauling services.

SCOPE OF WORK

The County of Fresno on behalf of Road Maintenance and Operations Division is soliciting bids to establish a Master agreement under which up to four (4) successful bidders will provide Truck/hauling services to various locations throughout Fresno County. The County maintains over 3,500 miles of roadway. It is the intent of the County to award up to four (4) contractors, under one Master Agreement, to provide the services described herein. Award will be determined by proximity of vendor dispatch center locations to the work sites and quantity of trucking vehicles available for hauling be considered in award.

Failure to provide ALL the following will cause the Bid to be deemed Non-Responsive:

- A. Trucking/hauling services will be provided on an as-needed basis when requested by the County.
- B. Contractors shall obtain and have in possession all required permits and licenses to perform the services described herein and shall adhere to all Federal, State, and local laws and/or ordinances.
 - a. All permits and licenses shall be active and current during the term of this Agreement.
- C. County shall provide Contractors a minimum of twenty-four (24) hours advance notice, either verbally or in writing, requesting trucking services, unless otherwise agreed to by both parties for special circumstances. Contractors shall be able to deliver trucks to the County designated location within this timeline [twenty-four (24) hours].
- D. Contractors will be required to haul materials and equipment from specific equipment rental companies to particular job sites at differing locations throughout Fresno County.
- E. Materials include, but are not limited to sand, base rock, asphalt, and asphalt grindings.
- F. Chargeable/billable time will **begin** for each specific truck at the scheduled load time and point designated by the County representative (at the plant or, if in the field, upon arrival at the scheduled time).
- G. Chargeable/billable time period will **end** after each specific truck arrives at the starting point designated by the County representative for each specific haul day and hauler has obtained a signed acceptance/confirmation by an authorized County of Fresno representative.
 - a. Time units of up to and including three (3) minutes shall be rounded down.
 - b. Time units of excess of three (3) minutes shall be rounded up.
 - c. Hours to be billed and quoted in units of one-tenth (1/10) hour.
- H. Contractors shall have a method to respond to calls and provide trucking services twenty-four (24) hours a day, seven (7) days a week.

- I. Contractors shall submit detailed invoices that include the following:
 - a. Detailed description of each job completed (road segments, description of work site, project number).
 - b. Invoice number(s).
 - c. Date and time of request(s.)
 - d. Name of County employee that requested service.
 - e. Contractor's response time.
 - f. Clear description of truck vehicles provided.
 - g. Begin and end times as described above in "E-F".
 - h. Total billable hours.
 - i. Email all invoices to PWPBusinessOffice@fresnocountyca.gov.
- J. Contractors shall be able to provide trucking/hauling services for up to three (3) consecutive weeks and up to ten (10) consecutive hours per day.

BID INSTRUCTIONS

- Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- Bids received after the closing time will NOT be considered.
- All quotations shall remain firm for 180 days.
- Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing prior to the date and time stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- APPEALS: Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFQ. Appeals shall be submitted to County of Fresno Purchasing, 333 W. Pontiac Way, Clovis, CA 93612 and in Word format to gcornuelle@FresnoCountyCA.gov. Appeals should address only areas regarding RFQ contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

GENERAL REQUIREMENTS & CONDITIONS

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference do not apply to this Request for Quotation.

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by May 19, 2021 at 10:00 AM, cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Debbie Scharnick at (559) 600-7110.

NOTE: Time constraints will prevent County from responding to questions submitted after the cut-off date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

AWARD: Award will be made to the four (4) vendors offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. Past performance (County contracts within the past seven years) and references may factor into awarding of a contract. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids. Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

CODES AND REGULATIONS: All work and material to conform to all applicable Federal, State, local and special district building codes, laws, ordinances, and regulations.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 7.975% regardless of vendor's place of doing business.

TAXES, PERMITS & FEES: The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

TAXES, CHARGES AND EXTRAS:

- A) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- B) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- C) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

SPECIFICATIONS AND EQUALS: Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

PACKAGING: Each item listed in the bid gives as part of its description the minimum packaging size that the County would order. The County feels it more reasonable to order the successful bidder's standard "carton" sizes; therefore, each bidder is asked to fill in the information for each item. Normally the circumstances resort to minimum package size orders. Be sure to fill in your "standard" carton size on the quotation schedule if different from stated.

Quote separate prices on each individual item in County unit of measure (i.e., EA, DZ, PG, not your standard carton price).

VENDOR ASSISTANCE: Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

BIDDERS' LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

PRICES: Bidder agrees that prices quoted are for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

ADDENDA: In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

INVOICING: All invoices are to be electronically submitted to PWPBusinessOffice@fresnocountyca.gov. Each invoice shall include a detailed description of each job, date and time of service request, name of the County employee that requested the service, Contractor's response time, a clear description of trucks provided, beginning and end times, and total billable hours.

PAYMENT: County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, in lieu of the net forty-five (45) days payment terms.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years.

RENEWAL: Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

QUANTITIES: Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

ORDERING: Orders will be placed as required by County of Fresno Roads Maintenance and Operations.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

MATERIALS TO BE NEW: All materials shall be new and of merchantable grade, free from defect. No bid will be considered unless it is accompanied by a complete list of manufacturer's catalog numbers of the items, which the bidder proposes to furnish, together with full descriptive literature on all items so enumerated. If item proposed differs from these specifications, bidder shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.

SAFETY DATA SHEETS: With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

RECYCLED PRODUCTS/MATERIALS: Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

EXAMINATION OF SITE: Where work is to be performed on County site, each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

DAMAGE TO EXISTING WORK: Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

CLEAN UP: The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

WATER, POWER & TOILET FACILITIES: Successful bidder may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidder. Successful bidder will be required, however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

COORDINATE WORK WITH OWNER: Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

INSPECTION: All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

SUPERVISION: The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

STANDARD OF PERFORMANCE: All work shall be performed in a good and workmanlike manner.

SAFEGUARDS: The successful bidder shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.

BONDS:

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond.

BONDING COMPANY: The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

COORDINATION AND COMPLETION: The successful bidder shall contact and meet with the County Coordinator at the job site prior to commencement and completion of any work.

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

~~**LIQUIDATED DAMAGES:** The Contractor will be assessed liquidated damages in the amount of two thousand dollars (\$2,000.00), per truck, per hour for each hour of delay for material not delivered or picked up at the specified date and time under this agreement. This sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a breach.~~

** See page 12*

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

GUARANTEE: The successful bidder shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

DEFAULT: In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

OBLIGATIONS OF CONTRACTOR: Contractor warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

TIE BIDS: With all other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, the tied vendors will be granted the opportunity to submit new bids or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

DATA SECURITY: Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

AUDITS AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

BIDDER TO COMPLETE:

GUARANTEED PICK UP AND/OR DELIVERY: Bidders will be considered in award of bid only if they can guarantee services within twenty-four (24) hours of request. Enter guarantee on this line (i.e. amount of time from receipt of order to delivery):

24 HOURS

State specific location, where service and/or maintenance can be obtained. Failure to furnish this information will be cause for rejection of bid.

TERRY JOHNSON TRUCKING, INC.
31186 W. GALE AVE; COALINGA CA

Successful bidders will be required to file any new price list that may become effective during the life of the contract with the County of Fresno Purchasing Manager within thirty (30) days of its becoming effective.

State Purchase Order mailing address:

TERRY JOHNSON TRUCKING, INC.
31186 W. GALE AVE.
COALINGA CA 93210

MINIMUM ORDER: Bidder to state minimum order quantities and charges for less than minimum order quantity (if not stated it will be assumed there are none).

NONE

SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one-half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

NONE

** Replaces "Liquidated Damages" on page 10
In the event of truck breakdown or accident, TJT is responsible for the cost of material for that truck.*

- Spoke to Debbie Scharnick @ Fresno County 6/9/21

LICENSE AND PERMITS:

Bidder to possess appropriate license and permits for the project in accordance with current regulations/statutes.

The bidder shall possess a current Federal DOT, Motor Carrier Authority Numbers, and a United Carrier Registration or another license class and permits that cover the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license and/or permit is other than the above mentioned, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

Number and Class: _____

Date of Issue: _____

Failure to submit verification of license and permits may result in bidder's response being considered non-responsive.

US DOT # 1250094
MC # 495211
CA# 0232478
UCK

} See attached

INSURANCE REQUIREMENTS

INSURANCE: Without limiting the County's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Public Works Roads, 2220 Tulare Street, 6th Floor, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

BIDDER TO COMPLETE THE FOLLOWING:

PARTICIPATION

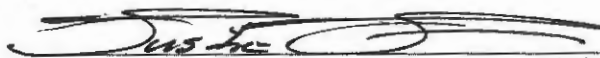
The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.



(Authorized Signature)

V.P.
Title



This should be NO.

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: TERRY JOHNSON TRUCKING, INC.

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: COUNTY OF FRESNO Contact: JOHN COFFMAN
 Address: 2220 TULARE ST. 6th FLOOR
 City: FRESNO State: CA Zip: 93721
 Phone No.: (559) 262-4035 Date: 2014-2021
 Service Provided: TRUCKING - HAUL AGGREGATES

Reference Name: WEST COAST SAND & Gravel Contact: CHRIS FRANKS
 Address: PO BOX 5067
 City: BUENA PARK State: CA Zip: 90622
 Phone No.: (559) 625-9426 Date: JAN-MAY 2021
 Service Provided: TRUCKING - HAUL AGGREGATES, ASPHALT, COLD MIX

Reference Name: CEMEX Contact: STEVE
 Address: 1000 S. 19th AVE.
 City: LEMOORE State: CA Zip: 93245
 Phone No.: (559) 925-8759 Date: CONTINUOUS / 2021
 Service Provided: TRUCKING - HAUL AGGREGATES

Reference Name: KRC SAFETY Contact: GARY CASTRO
 Address: PO BOX 6356
 City: VISALIA State: CA Zip: 93290
 Phone No.: (559) 732-0393 Date: 2021
 Service Provided: TRUCKING - transport K-RAIL

Reference Name: GRANITE CONST. Contact: BOBBY BARLOW
 Address: 2716 GRANITE COURT
 City: FRESNO State: CA Zip: 93706
 Phone No.: (559) 310-3832 Date: CONTINUOUS / 2021
 Service Provided: TRUCKING, HAUL AGGREGATES, TRANSPORT EQUIP, HAUL AC/COLD MIX, DEMO, DIRT

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

QUOTATION SCHEDULE

Price quotes shall include all miscellaneous and related charges. The County will only pay costs expressly included and itemized in the bid. Each hourly rate quoted shall include all labor, materials, equipment, travel time, transportation, fees, permits, insurances, licenses, overhead, taxes, etc. to perform trucking/hauling services as specified. Quantities listed herein are annual estimates based on past usage and are not guaranteed.

A. Equipment Description & Quantity:

Bidder is to list the quantity available of each equipment and tonnage capacity to support the County contract. Please add any other vehicles that may be available for use with this agreement

	Equipment Description	Quantity Available	Tonnage Capacity
1	Double Bottom Dumps	25	24.5
2	Demotion Trailer Rig	5	21.0
3	Transfer Rig	12	24.0
4	Super 10's	11	21.5
5	Lowbed Rig (16 tire)	2	- 35 TON
6	60' Expando Lowbed	2	- 40 TON
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

B. Definition of Zones:

Any combination of the zones detailed below will be calculated and charged on a proportional basis of the affected rates and usage.

Zone	Description
"A Day"	To be performed 6:00 AM – 8:00 PM within the valley area of Fresno County below 1,000-foot elevation.
"A Night"	To be performed 8:00 PM – 6:00 AM within the valley area of Fresno County below the 1,000-foot elevation.
"B Day"	To be performed 6:00 AM – 8:00 PM in the foothill and mountain areas of Fresno County above the 1,000-foot elevation.
"B Night"	To be performed 8:00 PM – 6:00 AM in the foothill and mountain areas of Fresno County above the 1,000-foot elevation.

C. Submit hourly rates for the zones listed below and equipment types specified. Please add any other equipment that may be available for use under this agreement, include cost.

	ZONE	EQUIPMENT TYPE	ANNUAL USAGE (estimated hours)	HOURLY RATE	TOTAL (Usage x Rate)
1	A Day	Double Bottom Dump	1800	\$ 130.00	\$234,000.00
2	A Day	Demolition Trailer Rig	180	\$ 135.00	\$24,300.00
3	A Day	Transfer Rigs	1800	\$ 130.00	\$234,000.00
4	A Day	Super 10's	1800	\$ 130.00	\$234,000.00
5	A Day	Lowbed Rigs (16 Tire)	90	\$ 140.00	\$12,600.00
6	A Day	60' Expando Lowbed	90	\$140.00	\$12,600.00
7	A Night	Double Bottom Dump	150	\$140.00	\$21,000.00
8	A Night	Demolition Trailer Rig	15	\$145.00	\$2,175.00
9	A Night	Transfer Rigs	150	\$140.00	\$21,000.00
10	A Night	Super 10's	1800	\$ 140.00	\$252,00.00
11	A Night	Lowbed Rigs (16 Tire)	15	\$ 150.00	\$2,250.00
12	A Night	60' Expando Lowbed	90	\$150.00	\$13,500.00
13	B Day	Double Bottom Dump	900	\$ 140.00	\$126,000.00
14	B Day	Demolition Trailer Rig	90	\$ 145.00	\$13,050.00
15	B Day	Transfer Rigs	900	\$ 140.00	\$126,000.00

16	B Day	Super 10's	1800	\$ 140.00	\$252,00.00
17	B Day	Lowbed Rigs (16 Tire)	90	\$150.00	\$ 13,500.00
18	B Day	60' Expando Lowbed	90	\$ 150.00	\$ 13,500.00
19	B Night	Double Bottom Dump	150	\$150.00	\$22,500.00
20	B Night	Demolition Trailer Rig	15	\$155.00	\$2,325.00
21	B Night	Transfer Rigs	150	\$ 150.00	\$22,500.00
22	B Night	Super 10's	1800	\$150.00	\$270,000.00
23	B Night	Lowbed Rigs (16 Tire)	15	\$ 160.00	\$2,400.00
24	B Night	60' Expando Lowbed	90	\$ 160.00	\$14,400.00
			TOTAL=	\$	\$ 1,941,600.00

D. Please add any other equipment that may be available for use under this agreement (see "A" above) and include Zone and hourly rate.

	ZONE	EQUIPMENT TYPE	HOURLY RATE
1			\$
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$

E. Trucking Yard Addresses

State address of all trucking yards from which trucking/hauling will be dispatched:	
1.	31186 W. GALE AVE - COALINGA
2.	8270 E. LACEY BLVD. - HANFORD
3.	
4.	
5.	
6.	
7.	
8.	
9.	

Terry Johnson Trucking Inc.

Quotation No. 21-053

Page 20

16	B Day	Super 10's	1800	\$ 140.00	\$252,00.00
17	B Day	Lowbed Rigs (16 Tire)	90	\$150.00	\$ 13,500.00
18	B Day	60' Expando Lowbed	90	\$150.00	\$ 13,500.00
19	B Night	Bottom Dump	50	\$150.00	\$22,500.00
20	B Night	Demolition Trailer Rig	5	\$155.00	\$2,325.00
21	B Night	Demolition Rig	50	\$150.00	\$22,500.00
22	B Night	Super 10's	1800	\$150.00	\$270,000.00
23	B Night	Lowbed Rigs (16 Tire)	15	\$160.00	\$2,400.00
24	B Night	60' Expando Lowbed	90	\$160.00	\$14,400.00
			TOTAL=	\$	\$ 1,941,600.00

Delete

D. Please add any other equipment that may be available for use under this agreement (see "A" above) and include Zone and hourly rate.

Prevailing Wage

	ZONE	EQUIPMENT TYPE *** PREVAILING WAGE ***	HOURLY RATE
1	A Day	Double Bottom, Supers, Transfers – On/Off Haul To/From Job Site	\$140.00
2	A Day	Demo Trailer Rig - On/Off Haul To/From Job Site	\$145.00
3	A Night	Double Bottom, Supers, Transfers – On/Off Haul To/From Job Site	\$150.00
4	A Night	Demo Trailer Rig - On/Off Haul To/From Job Site	\$155.00
5	A Day	Double Bottom, Supers, Transfers – Full Prevailing Wage	\$170.00
6	A Day	Double Bottom, Supers, Transfers – Full Prevailing Wage	\$175.00
7	A Night	Double Bottom, Supers, Transfers – Full Prevailing Wage	\$180.00
8	A Night	Demo Trailer Rig – Full Prevailing Wage	\$185.00
9	B Day	Double Bottom, Supers, Transfers – On/Off Haul To/From Job Site	\$150.00
10	B Day	Demo Trailer Rig - On/Off Haul To/From Job Site	\$155.00
11	B Night	Double Bottom, Supers, Transfers – On/Off Haul To/From Job Site	\$160.00
12	B Night	Demo Trailer Rig - On/Off Haul To/From Job Site	\$165.00
13	B Day	Double Bottom, Supers, Transfers – Full Prevailing Wage	\$180.00
14	B Day	Demo Trailer Rig – Full Prevailing Wage	\$185.00
15	B Night	Double Bottom, Supers, Transfers – Full Prevailing Wage	\$190.00
16	B Night	Demo Trailer Rig – Full Prevailing Wage	\$195.00

CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

Check off each of the following:


1. The Request for Quotation (RFQ) has been signed and completed.
2. Addenda, if any, have been signed and included in the bid package.
3. The completed *Reference List* as provided with this RFQ.
4. The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
5. Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
6. The *Participation* page as provided within this RFQ has been signed and included
7. *Bidder to Complete* page as provided with this RFQ.
8. Verification of Contractor's License and Permits.
9. Return checklist with RFQ response.
10. **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

DEPARTMENT OF MOTOR VEHICLES
 MOTOR CARRIER SERVICES BRANCH MS G875
 P.O. BOX 932370 Sacramento, CA. 94232-3700
 (916) 657-8153



05/11/2011

TERRY JOHNSON TRUCKING INC
 31186 W GALE AVE
 COALINGA, CA 93210

 <p>NON-EXPIRING MOTOR CARRIER PERMIT Combined Carrier</p>	
DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA. 94232-3700 TERRY JOHNSON TRUCKING INC 31186 W GALE AVE COALINGA, CA 93210	Valid From: 06/01/2011 Valid Through: Non-Expiring
	CA#: 0232478 The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification: <p style="text-align: center;">Corporation</p>
Not Valid for Intrastate Only Operations	Office #: 154 Tech ID: ## Amt Paid: No Fee
Pmt Date: N/A Account #: 368924 Sequence #: #NNN	

!!!IMPORTANT REMINDERS!!!

1. This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements.
2. Federal Motor Carrier Safety Administration insurance requirements must be maintained.
3. If you commence intrastate only operations, you must renew your MCP.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

400 Virginia Avenue, SW, Suite 600
Washington, DC 20024

SERVICE DATE

August 02, 2006

DECISION

MC-495211-P

TERRY JOHNSON TRUCKING, INC.
COALINGA, CA

REINSTATEMENT OF AUTHORITY

On July 13, 2005, TERRY JOHNSON TRUCKING, INC., was notified that its permit was revoked by the Federal Motor Carrier Safety Administration.

TERRY JOHNSON TRUCKING, INC., has now filed a written request for reinstatement of the authority and has submitted evidence of compliance with 49 U.S.C § 13906 and 49 CFR 387.

It is ordered:

The permit evidenced in Docket No. MC-495211-P is reactivated. The effective date of the reinstatement of this authority is shown below.

Decided: August 02, 2006

By the Federal Motor Carrier Safety Administration

Darrell L. Ruban, Acting Chief
Commercial Enforcement Division

REI

mc
authority



2021 UCR Registration is VALID!



Confirmation # 000-0224-2748

Generated: 12/16/2020 19:53 EST

Registered on: 12/16/2020 19:53 EST

Year: 2021

Paid: UCR Fee: \$59.00
Convenience Fee: \$1.62
Total: \$60.62

Bracket: 0 to 2 vehicles [1 vehicle(s)]

USDOT #: 1250094

Classifications: Motor Carrier

Legal Name: TERRY JOHNSON TRUCKING INC

Base State: California

Principal: 31186 W GALE AVENUE
COALINGA, CA 93210
US

Payor: TERRY JOHNSON TRUCKING

***** Expires: 12/31/2021 *****

Attachment D-3 Clay
MirandaTrucking

COUNTY OF FRESNO



REQUEST FOR QUOTATION

NUMBER: 21-053

TRUCKING/HAULING SERVICES

Issue Date: May 13, 2021

Closing Date: MAY 27, 2021 AT 2:00 PM

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Debbie Scharnick at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFQ.
Bid must be signed and dated by an authorized officer or employee.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of 1.5 % 15 days will apply. County does not accept terms less than 15 days.

COMPANY Clay Miranda Trucking

CONTACT PERSON Mike Miranda

ADDRESS P.O. Box 11983

CITY Fresno STATE CA ZIP CODE 93726

TELEPHONE NUMBER (559) 275-6250 E-MAIL ADDRESS mike@cmtink.com

AUTHORIZED SIGNATURE Mike Miranda

PRINT NAME Mike Miranda TITLE VP CMT Inc.

Purchasing Use: DS:st

ORG/Requisition: 4510 / 5102100254

TABLE OF CONTENTS

	<u>PAGE</u>
KEY DATES	3
OVERVIEW	3
SCOPE OF WORK.....	3
BID INSTRUCTIONS	5
GENERAL REQUIREMENTS & CONDITIONS.....	6
INSURANCE REQUIREMENTS	14
PARTICIPATION.....	16
REFERENCE LIST.....	17
QUOTATION SCHEDULE.....	18
CHECK LIST	22

KEY DATES

RFQ Issue Date:	May 13, 2021
Written Questions for RFQ Due:	May 19, 2021 at 10:00 AM Questions must be submitted on the Bid Page at Public Purchase.
RFQ Closing Date:	May 27, 2021 at 2:00 PM Quotations must be electronically submitted on the Bid Page.

OVERVIEW

The County of Fresno on behalf of Road Maintenance and Operations Division is soliciting bids to establish a Master Agreement under which up to four (4) successful bidders will provide trucking/hauling services.

SCOPE OF WORK

The County of Fresno on behalf of Road Maintenance and Operations Division is soliciting bids to establish a Master agreement under which up to four (4) successful bidders will provide Truck/hauling services to various locations throughout Fresno County. The County maintains over 3,500 miles of roadway. It is the intent of the County to award up to four (4) contractors, under one Master Agreement, to provide the services described herein. Award will be determined by proximity of vendor dispatch center locations to the work sites and quantity of trucking vehicles available for hauling be considered in award.

Failure to provide ALL the following will cause the Bid to be deemed Non-Responsive:

- A. Trucking/hauling services will be provided on an as-needed basis when requested by the County.
- B. Contractors shall obtain and have in possession all required permits and licenses to perform the services described herein and shall adhere to all Federal, State, and local laws and/or ordinances.
 - a. All permits and licenses shall be active and current during the term of this Agreement.
- C. County shall provide Contractors a minimum of twenty-four (24) hours advance notice, either verbally or in writing, requesting trucking services, unless otherwise agreed to by both parties for special circumstances. Contractors shall be able to deliver trucks to the County designated location within this timeline [twenty-four (24) hours.].
- D. Contractors will be required to haul materials and equipment from specific equipment rental companies to particular job sites at differing locations throughout Fresno County.
- E. Materials include, but are not limited to sand, base rock, asphalt, and asphalt grindings.
- F. Chargeable/billable time will **begin** for each specific truck at the scheduled load time and point designated by the County representative (at the plant or, if in the field, upon arrival at the scheduled time).
- G. Chargeable/billable time period will **end** after each specific truck arrives at the starting point designated by the County representative for each specific haul day and hauler has obtained a signed acceptance/confirmation by an authorized County of Fresno representative.
 - a. Time units of up to and including three (3) minutes shall be rounded down.
 - b. Time units of excess of three (3) minutes shall be rounded up.
 - c. Hours to be billed and quoted in units of one-tenth (1/10) hour.
- H. Contractors shall have a method to respond to calls and provide trucking services twenty-four (24) hours a day, seven (7) days a week.

- I. Contractors shall submit detailed invoices that include the following:
 - a. Detailed description of each job completed (road segments, description of work site, project number).
 - b. Invoice number(s).
 - c. Date and time of request(s.)
 - d. Name of County employee that requested service.
 - e. Contractor's response time.
 - f. Clear description of truck vehicles provided.
 - g. Begin and end times as described above in "E-F".
 - h. Total billable hours.
 - i. Email all invoices to PWPBusinessOffice@fresnocountyca.gov.
- J. Contractors shall be able to provide trucking/hauling services for up to three (3) consecutive weeks and up to ten (10) consecutive hours per day.

BID INSTRUCTIONS

- Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- Bids received after the closing time will NOT be considered.
- All quotations shall remain firm for 180 days.
- Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing prior to the date and time stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- APPEALS: Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFQ. Appeals shall be submitted to County of Fresno Purchasing, 333 W. Pontiac Way, Clovis, CA 93612 **and** in Word format to gcornuelle@FresnoCountyCA.gov. Appeals should address only areas regarding RFQ contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

GENERAL REQUIREMENTS & CONDITIONS

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **do not** apply to this Request for Quotation.

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by May 19, 2021 at 10:00 AM, cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Debbie Scharnick at (559) 600-7110.

NOTE: Time constraints will prevent County from responding to questions submitted after the cut-off date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

AWARD: Award will be made to the four (4) vendors offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. Past performance (County contracts within the past seven years) and references may factor into awarding of a contract. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids. Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

CODES AND REGULATIONS: All work and material to conform to all applicable Federal, State, local and special district building codes, laws, ordinances, and regulations.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 7.975% regardless of vendor's place of doing business.

TAXES, PERMITS & FEES: The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

TAXES, CHARGES AND EXTRAS:

- A) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- B) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- C) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

SPECIFICATIONS AND EQUALS: Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

PACKAGING: Each item listed in the bid gives as part of its description the minimum packaging size that the County would order. The County feels it more reasonable to order the successful bidder's standard "carton" sizes; therefore, each bidder is asked to fill in the information for each item. Normally the circumstances resort to minimum package size orders. Be sure to fill in your "standard" carton size on the quotation schedule if different from stated.

Quote separate prices on each individual item in County unit of measure (i.e., EA, DZ, PG, not your standard carton price).

VENDOR ASSISTANCE: Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

BIDDERS' LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

PRICES: Bidder agrees that prices quoted are for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

ADDENDA: In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

INVOICING: All invoices are to be electronically submitted to PWPBusinessOffice@fresnocountyca.gov. Each invoice shall include a detailed description of each job, date and time of service request, name of the County employee that requested the service, Contractor's response time, a clear description of trucks provided, beginning and end times, and total billable hours.

PAYMENT: County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, in lieu of the net forty-five (45) days payment terms.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years.

RENEWAL: Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

QUANTITIES: Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

ORDERING: Orders will be placed as required by County of Fresno Roads Maintenance and Operations.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

MATERIALS TO BE NEW: All materials shall be new and of merchantable grade, free from defect. No bid will be considered unless it is accompanied by a complete list of manufacturer's catalog numbers of the items, which the bidder proposes to furnish, together with full descriptive literature on all items so enumerated. If item proposed differs from these specifications, bidder shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.

SAFETY DATA SHEETS: With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

RECYCLED PRODUCTS/MATERIALS: Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

EXAMINATION OF SITE: Where work is to be performed on County site, each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

DAMAGE TO EXISTING WORK: Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

CLEAN UP: The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

WATER, POWER & TOILET FACILITIES: Successful bidder may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidder. Successful bidder will be required, however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

COORDINATE WORK WITH OWNER: Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

INSPECTION: All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

SUPERVISION: The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

STANDARD OF PERFORMANCE: All work shall be performed in a good and workmanlike manner.

SAFEGUARDS: The successful bidder shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.

BONDS:

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond.

BONDING COMPANY: The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

COORDINATION AND COMPLETION: The successful bidder shall contact and meet with the County Coordinator at the job site prior to commencement and completion of any work.

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

LIQUIDATED DAMAGES: The Contractor will be assessed ~~liquidated damages in the amount of two thousand dollars (\$2,000.00), per truck, per hour for each hour of delay for material not delivered or picked up at the specified date and time under this agreement. This sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a breach.~~ (See Page 12)

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

GUARANTEE: The successful bidder shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

DEFAULT: In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

OBLIGATIONS OF CONTRACTOR: Contractor warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

TIE BIDS: With all other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, the tied vendors will be granted the opportunity to submit new bids or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

DATA SECURITY: Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

AUDITS AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

BIDDER TO COMPLETE:

GUARANTEED PICK UP AND/OR DELIVERY: Bidders will be considered in award of bid only if they can guarantee services within twenty-four (24) hours of request. Enter guarantee on this line (i.e. amount of time from receipt of order to delivery):

24 hours.

State specific location, where service and/or maintenance can be obtained. Failure to furnish this information will be cause for rejection of bid.

3220 W Belmont Ave. Fresno

Successful bidders will be required to file any new price list that may become effective during the life of the contract with the County of Fresno Purchasing Manager within thirty (30) days of its becoming effective.

State Purchase Order mailing address:

PO Box 11983 Fresno CA 93776

MINIMUM ORDER: Bidder to state minimum order quantities and charges for less than minimum order quantity (if not stated it will be assumed there are none).

8 hour Minimum For minimum of 1 Truck

8 hour Minimum For all trucks ordered, unless: IF there

SUBCONTRACTORS: IS a breakdown on the part of the County there will be no minimum.

List all subcontractors that would perform work in excess of one-half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

Subcontractors would only perform trucking services. They would be TJ Trucking or Dragon Trucking.

Liquidated Damages (From page 10)

IF contractor is unable to deliver material to county job site, due to fault of contractor, the material will be returned to the rock plant and charged to the contractor. No delivery fee for the load will be charged.

LICENSE AND PERMITS:

Bidder to possess appropriate license and permits for the project in accordance with current regulations/statutes.

The bidder shall possess a current Federal DOT, Motor Carrier Authority Numbers, and a United Carrier Registration or another license class and permits that cover the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license and/or permit is other than the above mentioned, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

Number and Class:	<u>CA # 0019991</u>	<u>DOT # 649241</u>
Date of Issue:	<u>1987</u>	<u>1995</u>

Failure to submit verification of license and permits may result in bidder's response being considered non-responsive.

INSURANCE REQUIREMENTS

INSURANCE: Without limiting the County's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Public Works Roads, 2220 Tulare Street, 6th Floor, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

BIDDER TO COMPLETE THE FOLLOWING:

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.

Mik Miranda

(Authorized Signature)

VP Clay Miranda Trucking Inc.

Title

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: Clay Miranda Trucking Inc.

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: Emmett's Exc Contact: John Emmett
 Address: 1477 Menlo Ave
 City: Clovis State: CA Zip: _____
 Phone No.: (559) 347-9188 Date: 1990 to Current
 Service Provided: Trucking

Reference Name: Agee Const Contact: Alan Durlan
 Address: P.O. Box 629
 City: Clovis State: CA Zip: _____
 Phone No.: (559) 299-3290 Date: 1987 to Current
 Service Provided: Trucking

Reference Name: Granite Const Contact: Jonathan Johnson
 Address: 2716 S. Granite Ct
 City: Fresno State: CA Zip: _____
 Phone No.: (559) 441-5700 Date: 1985 to Current
 Service Provided: Trucking

Reference Name: RJ Berry Contact: Bob Berry
 Address: P.O. Box 468
 City: Selma State: CA Zip: _____
 Phone No.: (559) 896-1680 Date: 1985 to Current
 Service Provided: _____

Reference Name: County of Fresno Contact: Dispatch
 Address: 2220^W Tulare St 8th Floor
 City: Fresno State: CA Zip: _____
 Phone No.: (559) 600-4298 Date: 2004 to Current
 Service Provided: Trucking

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

QUOTATION SCHEDULE

Price quotes shall include all miscellaneous and related charges. The County will only pay costs expressly included and itemized in the bid. Each hourly rate quoted shall include all labor, materials, equipment, travel time, transportation, fees, permits, insurances, licenses, overhead, taxes, etc. to perform trucking/hauling services as specified. Quantities listed herein are annual estimates based on past usage and are not guaranteed.

A. Equipment Description & Quantity:

Bidder is to list the quantity available of each equipment and tonnage capacity to support the County contract. Please add any other vehicles that may be available for use with this agreement

	Equipment Description	Quantity Available	Tonnage Capacity
1	Double Bottom Dumps	15	20
2	Demotion Trailer Rig	7	21
3	Transfer Rig	5	24
4	Super 10's	20	20
5	Lowbed Rig (16 tire)	1	
6	60' Expando Lowbed	1	
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

B. Definition of Zones:

Any combination of the zones detailed below will be calculated and charged on a proportional basis of the affected rates and usage.

Zone	Description
"A Day"	To be performed 6:00 AM – 8:00 PM within the valley area of Fresno County below 1,000-foot elevation.
"A Night"	To be performed 8:00 PM – 6:00 AM within the valley area of Fresno County below the 1,000-foot elevation.
"B Day"	To be performed 6:00 AM – 8:00 PM in the foothill and mountain areas of Fresno County above the 1,000-foot elevation.
"B Night"	To be performed 8:00 PM – 6:00 AM in the foothill and mountain areas of Fresno County above the 1,000-foot elevation.

C. Submit hourly rates for the zones listed below and equipment types specified. Please add any other equipment that may be available for use under this agreement, include cost.

	ZONE	EQUIPMENT TYPE	ANNUAL USAGE (estimated hours)	HOURLY RATE	TOTAL (Usage x Rate)
1	A Day	Double Bottom Dump	1800	\$ 130	\$ 234,000
2	A Day	Demolition Trailer Rig	180	\$ 135	\$ 24,300
3	A Day	Transfer Rigs	1800	\$ 130	\$ 234,000
4	A Day	Super 10's	1800	\$ 130	\$ 234,000
5	A Day	Lowbed Rigs (16 Tire)	90	\$ 140	\$ 12,600
6	A Day	60' Expando Lowbed	90	\$ 140	\$ 12,600
7	A Night	Double Bottom Dump	150	\$ 140	\$ 21,000
8	A Night	Demolition Trailer Rig	15	\$ 145	\$ 2,175
9	A Night	Transfer Rigs	150	\$ 140	\$ 21,000
10	A Night	Super 10's	1800	\$ 140	\$ 252,000
11	A Night	Lowbed Rigs (16 Tire)	15	\$ 150	\$ 2,250
12	A Night	60' Expando Lowbed	90	\$ 150	\$ 13,500
13	B Day	Double Bottom Dump	900	\$ 140	\$ 126,000
14	B Day	Demolition Trailer Rig	90	\$ 145	\$ 13,050
15	B Day	Transfer Rigs	900	\$ 140	\$ 126,000

16	B Day	Super 10's	1800	\$ 140	\$ 252,000
17	B Day	Lowbed Rigs (16 Tire)	90	\$ 150	\$ 13,500
18	B Day	60' Expando Lowbed	90	\$ 150	\$ 13,500
19	B Night	Double Bottom Dump	150	\$ 150	\$ 22,500
20	B Night	Demolition Trailer Rig	15	\$ 155	\$ 2,325
21	B Night	Transfer Rigs	150	\$ 150	\$ 22,500
22	B Night	Super 10's	1800	\$ 150	\$ 270,000
23	B Night	Lowbed Rigs (16 Tire)	15	\$ 160	\$ 2,400
24	B Night	60' Expando Lowbed	90	\$ 160	\$ 14,400
			TOTAL=	\$	\$ 1,941,600

D. Please add any other equipment that may be available for use under this agreement (see "A" above) and include Zone and hourly rate.

	ZONE	EQUIPMENT TYPE	HOURLY RATE
1			\$
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$

E. Trucking Yard Addresses

State address of all trucking yards from which trucking/hauling will be dispatched:	
1.	3220 W Belmont Fresno CA 93722
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	

Clay Miranda Trucking

Quotation No. 21-053

Page 20

16	B Day	Super 10's	1800	\$ 140	\$ 252,000
17	B Day	Lowbed Rigs (16 Tire)	90	\$ 150	\$ 13,500
18	B Day	60' Expando Lowbed	90	\$ 150	\$ 13,500
19	B Night	Double Bottom Dump	150	\$ 150	\$ 22,500
20	B Night	Demolition Trailer Rig	15	\$ 155	\$ 2,325
21	B Night	Transfer Rigs	150	\$ 150	\$ 22,500
22	B Night	Super 10's	1800	\$ 150	\$ 270,000
23	B Night	Lowbed Rigs (16 Tire)	15	\$ 160	\$ 2,400
24	B Night	60' Expando Lowbed	90	\$ 160	\$ 14,400
			TOTAL=	\$	\$ 1,941,600

D. Please add any other equipment that may be available for use under this agreement (see "A" above) and include Zone and hourly rate.

	ZONE	EQUIPMENT TYPE	HOURLY RATE
		<i>Prevailing Rate</i>	
1	<i>A Day</i>	<i>on site OFF Site</i>	\$ 140
2	<i>A Day</i>	<i>on site</i>	\$ 170
3	<i>A Night</i>	<i>on site OFF site</i>	\$ 150
4	<i>A Night</i>	<i>on site</i>	\$ 180
5	<i>B Day</i>	<i>on site OFF Site</i>	\$ 150
6	<i>B Day</i>	<i>on site</i>	\$ 180
7	<i>B Night</i>	<i>on site OFF Site</i>	\$ 160
8	<i>B Night</i>	<i>on site</i>	\$ 190

These rates will apply to any trucks supplied to the county.

MM

CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

Check off each of the following:

1. The Request for Quotation (RFQ) has been signed and completed.
2. Addenda, if any, have been signed and included in the bid package.
3. The completed *Reference List* as provided with this RFQ.
4. The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
5. Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
6. The *Participation* page as provided within this RFQ has been signed and included
7. *Bidder to Complete* page as provided with this RFQ.
8. Verification of Contractor's License and Permits.
9. Return checklist with RFQ response.
10. **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

Attachment D-4
Dragon Material
Transport, Inc.

COUNTY OF FRESNO



REQUEST FOR QUOTATION

NUMBER: 21-053

TRUCKING/HAULING SERVICES

Issue Date: May 13, 2021

Closing Date: MAY 27, 2021 AT 2:00 PM

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Debbie Scharnick at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFQ.
Bid must be signed and dated by an authorized officer or employee.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of _____ % _____ days will apply. County does not accept terms less than 15 days.

DRAGON MATERIAL TRANSPORT, INC.
COMPANY

BRANDON BRADFORD OR SUMMER BRADFORD
CONTACT PERSON

1638 W. JENSEN AVE.
ADDRESS

FRESNO CA 93706
CITY STATE ZIP CODE

559 490-6877 BRANDON.BRADFORD@DRAGONMATERIAL.COM
TELEPHONE NUMBER E-MAIL ADDRESS

Summer Bradford SUMMER.BRADFORD@DRAGONMATERIAL.COM
AUTHORIZED SIGNATURE E-MAIL ADDRESS

SUMMER BRADFORD PRESIDENT
PRINT NAME TITLE

Purchasing Use: DS:st

ORG/Requisition: 4510 / 5102100254

TABLE OF CONTENTS

	<u>PAGE</u>
KEY DATES	3
OVERVIEW	3
SCOPE OF WORK.....	3
BID INSTRUCTIONS	5
GENERAL REQUIREMENTS & CONDITIONS.....	6
INSURANCE REQUIREMENTS	14
PARTICIPATION	16
REFERENCE LIST.....	17
QUOTATION SCHEDULE.....	18
CHECK LIST	22

KEY DATES

- RFQ Issue Date:** May 13, 2021
- Written Questions for RFQ Due:** May 19, 2021 at 10:00 AM
Questions must be submitted on the Bid Page at Public Purchase.
- RFQ Closing Date:** May 27, 2021 at 2:00 PM
Quotations must be electronically submitted on the Bid Page.

OVERVIEW

The County of Fresno on behalf of Road Maintenance and Operations Division is soliciting bids to establish a Master Agreement under which up to four (4) successful bidders will provide trucking/hauling services.

SCOPE OF WORK

The County of Fresno on behalf of Road Maintenance and Operations Division is soliciting bids to establish a Master agreement under which up to four (4) successful bidders will provide Truck/hauling services to various locations throughout Fresno County. The County maintains over 3,500 miles of roadway. It is the intent of the County to award up to four (4) contractors, under one Master Agreement, to provide the services described herein. Award will be determined by proximity of vendor dispatch center locations to the work sites and quantity of trucking vehicles available for hauling be considered in award.

Failure to provide ALL the following will cause the Bid to be deemed Non-Responsive:

- A. Trucking/hauling services will be provided on an as-needed basis when requested by the County.
- B. Contractors shall obtain and have in possession all required permits and licenses to perform the services described herein and shall adhere to all Federal, State, and local laws and/or ordinances.
 - a. All permits and licenses shall be active and current during the term of this Agreement.
- C. County shall provide Contractors a minimum of twenty-four (24) hours advance notice, either verbally or in writing, requesting trucking services, unless otherwise agreed to by both parties for special circumstances. Contractors shall be able to deliver trucks to the County designated location within this timeline [twenty-four (24) hours.].
- D. Contractors will be required to haul materials and equipment from specific equipment rental companies to particular job sites at differing locations throughout Fresno County.
- E. Materials include, but are not limited to sand, base rock, asphalt, and asphalt grindings.
- F. Chargeable/billable time will **begin** for each specific truck at the scheduled load time and point designated by the County representative (at the plant or, if in the field, upon arrival at the scheduled time).
- G. Chargeable/billable time period will **end** after each specific truck arrives at the starting point designated by the County representative for each specific haul day and hauler has obtained a signed acceptance/confirmation by an authorized County of Fresno representative.
 - a. Time units of up to and including three (3) minutes shall be rounded down.
 - b. Time units of excess of three (3) minutes shall be rounded up.
 - c. Hours to be billed and quoted in units of one-tenth (1/10) hour.
- H. Contractors shall have a method to respond to calls and provide trucking services twenty-four (24) hours a day, seven (7) days a week.

- I. Contractors shall submit detailed invoices that include the following:
 - a. Detailed description of each job completed (road segments, description of work site, project number).
 - b. Invoice number(s).
 - c. Date and time of request(s.)
 - d. Name of County employee that requested service.
 - e. Contractor's response time.
 - f. Clear description of truck vehicles provided.
 - g. Begin and end times as described above in "E-F".
 - h. Total billable hours.
 - i. Email all invoices to PWPBusinessOffice@fresnocountyca.gov.
- J. Contractors shall be able to provide trucking/hauling services for up to three (3) consecutive weeks and up to ten (10) consecutive hours per day.

BID INSTRUCTIONS

- Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- Bids received after the closing time will NOT be considered.
- All quotations shall remain firm for 180 days.
- Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing prior to the date and time stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- APPEALS: Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFQ. Appeals shall be submitted to County of Fresno Purchasing, 333 W. Pontiac Way, Clovis, CA 93612 and in Word format to gcornuelle@FresnoCountyCA.gov. Appeals should address only areas regarding RFQ contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

GENERAL REQUIREMENTS & CONDITIONS

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference do not apply to this Request for Quotation.

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by May 19, 2021 at 10:00 AM, cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Debbie Scharnick at (559) 600-7110.

NOTE: Time constraints will prevent County from responding to questions submitted after the cut-off date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

AWARD: Award will be made to the four (4) vendors offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. Past performance (County contracts within the past seven years) and references may factor into awarding of a contract. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids. Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

CODES AND REGULATIONS: All work and material to conform to all applicable Federal, State, local and special district building codes, laws, ordinances, and regulations.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 7.975% regardless of vendor's place of doing business.

TAXES, PERMITS & FEES: The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

TAXES, CHARGES AND EXTRAS:

- A) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- B) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- C) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

SPECIFICATIONS AND EQUALS: Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

PACKAGING: Each item listed in the bid gives as part of its description the minimum packaging size that the County would order. The County feels it more reasonable to order the successful bidder's standard "carton" sizes; therefore, each bidder is asked to fill in the information for each item. Normally the circumstances resort to minimum package size orders. Be sure to fill in your "standard" carton size on the quotation schedule if different from stated.

Quote separate prices on each individual item in County unit of measure (i.e., EA, DZ, PG, not your standard carton price).

VENDOR ASSISTANCE: Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

BIDDERS' LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

PRICES: Bidder agrees that prices quoted are for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

ADDENDA: In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

INVOICING: All invoices are to be electronically submitted to PWPBusinessOffice@fresnocountyca.gov. Each invoice shall include a detailed description of each job, date and time of service request, name of the County employee that requested the service, Contractor's response time, a clear description of trucks provided, beginning and end times, and total billable hours.

PAYMENT: County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, in lieu of the net forty-five (45) days payment terms.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years.

RENEWAL: Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

QUANTITIES: Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

ORDERING: Orders will be placed as required by County of Fresno Roads Maintenance and Operations.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

MATERIALS TO BE NEW: All materials shall be new and of merchantable grade, free from defect. No bid will be considered unless it is accompanied by a complete list of manufacturer's catalog numbers of the items, which the bidder proposes to furnish, together with full descriptive literature on all items so enumerated. If item proposed differs from these specifications, bidder shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.

SAFETY DATA SHEETS: With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

RECYCLED PRODUCTS/MATERIALS: Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

EXAMINATION OF SITE: Where work is to be performed on County site, each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

DAMAGE TO EXISTING WORK: Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

CLEAN UP: The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

WATER, POWER & TOILET FACILITIES: Successful bidder may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidder. Successful bidder will be required, however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

COORDINATE WORK WITH OWNER: Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

INSPECTION: All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

SUPERVISION: The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

STANDARD OF PERFORMANCE: All work shall be performed in a good and workmanlike manner.

SAFEGUARDS: The successful bidder shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.

BONDS:

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond.

BONDING COMPANY: The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

COORDINATION AND COMPLETION: The successful bidder shall contact and meet with the County Coordinator at the job site prior to commencement and completion of any work.

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

~~**LIQUIDATED DAMAGES:** The Contractor will be assessed liquidated damages in the amount of two thousand dollars (\$2,000.00), per truck, per hour for each hour of delay for material not delivered or picked up at the specified date and time under this agreement. This sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a breach.~~

See page 20

Successful bidder shall complete the job as instructed and described in writing by the contract, bid or amendment. Any problem or questions that arise in the scope of work, the County must be contacted and the appropriate written amendment generated.

GUARANTEE: The successful bidder shall fully guarantee all aspects of the project for the minimum period of one (1) year. Such one (1) year period shall commence upon the date of final acceptance by County. The guarantee shall include but in no way be limited to workmanship, equipment and materials.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

DEFAULT: In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

OBLIGATIONS OF CONTRACTOR: Contractor warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

TIE BIDS: With all other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, the tied vendors will be granted the opportunity to submit new bids or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

DATA SECURITY: Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

AUDITS AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

BIDDER TO COMPLETE:

GUARANTEED PICK UP AND/OR DELIVERY: Bidders will be considered in award of bid only if they can guarantee services within twenty-four (24) hours of request. Enter guarantee on this line (i.e. amount of time from receipt of order to delivery):

GUARANTEED DELIVERY IN (24) HOURS OR SOONER

State specific location, where service and/or maintenance can be obtained. Failure to furnish this information will be cause for rejection of bid.

11030 W. JENSEN AVE., FRESNO, CA 93706 OR 'ON-SITE'
WITH A MECHANIC EMPLOYED BY DRAEON.

Successful bidders will be required to file any new price list that may become effective during the life of the contract with the County of Fresno Purchasing Manager within thirty (30) days of its becoming effective.

State Purchase Order mailing address:

P.O. BOX 27800, FRESNO, CA 93729

MINIMUM ORDER: Bidder to state minimum order quantities and charges for less than minimum order quantity (if not stated it will be assumed there are none).

(4) HOUR MINIMUM ON ANY WORK DAY

(8) HOUR MINIMUM ON NIGHT WORK - AFTER 5PM

SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one-half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

CLAY MIRANDA TRUCKING - SUBCONTRACTOR - TRUCKING SERVICES

LICENSE AND PERMITS:

Bidder to possess appropriate license and permits for the project in accordance with current regulations/statutes.

The bidder shall possess a current Federal DOT, Motor Carrier Authority Numbers, and a United Carrier Registration or another license class and permits that cover the work to be performed. The proposal must indicate the license held by the bidder, which enables him/her to perform the work.

If the license and/or permit is other than the above mentioned, the bidder must explain why his/her license(s) is acceptable. The County will review and determine if acceptable.

Number and Class: 0366649 MOTOR CARRIER PERMIT

Date of Issue: through 2/28/2022

Failure to submit verification of license and permits may result in bidder's response being considered non-responsive.

US DOT Number 1999837

MC - 706222

DIR Number = 100060875 → 6/30/2022

INSURANCE REQUIREMENTS

INSURANCE: Without limiting the County's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Public Works Roads, 2220 Tulare Street, 6th Floor, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

BIDDER TO COMPLETE THE FOLLOWING:

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.

Summer Bradford

(Authorized Signature)
PRESIDENT

Title

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: DRAWN MATERIAL TRANSPORT, INC.

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. If you have held a contract for similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: VULCAN MATERIAL CO. Contact: MARLOS GALAVIZ
 Address: 11599 N. FRIANT RD
 City: FRESNO State: CA Zip: 93730
 Phone No.: (559) 351-3926 Date: 6/30/2021
 Service Provided: SERVICE HAULING ASPHALT, BASE ROCK, GRINDINGS, DIRT ASPHALT OIL.

Reference Name: MGE UNDERGROUND Contact: TRAVIS LEOPARD
 Address: 4731 E. VINE AVE
 City: FRESNO State: CA Zip: 93725
 Phone No.: (805) 674-8259 Date: 6/30/2021
 Service Provided: SERVICE & DELIVERED PRICE. DIRT.

Reference Name: SECURITY PAVING CO. Contact: MARK CHRISTY
 Address: 3075 TOWNGATE RD
 City: WESTLAKE VILLAGE State: CA Zip: 91361
 Phone No.: (818) 362-9213 Date: 6/30/2021
 Service Provided: SERVICE HAULING, ASPHALT, GRINDINGS, BASE ROCK

Reference Name: DC CONSTRUCTION Contact: DAVID HOWELL
 Address: 1951 N. ROGERS AVE
 City: CLOVIS State: CA Zip: 93619
 Phone No.: (559) 824-9218 Date: 6/30/2021
 Service Provided: SERVICE: Hauling, Asphalt, Base Rock, DIRT GRINDINGS, Supply & Delivery ALGO.

Reference Name: AJ EXCAVATION CO. INC Contact: ALISA EMMETT
 Address: 9662 W. KEARNEY BLVD.
 City: FRESNO State: CA Zip: 93706
 Phone No.: (559) 360-7959 Date: _____
 Service Provided: SERVICE - HAULING: ASPHALT, GRINDINGS, BASE ROCK, DIRT, ROCK

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

QUOTATION SCHEDULE

Price quotes shall include all miscellaneous and related charges. The County will only pay costs expressly included and itemized in the bid. Each hourly rate quoted shall include all labor, materials, equipment, travel time, transportation, fees, permits, insurances, licenses, overhead, taxes, etc. to perform trucking/hauling services as specified. Quantities listed herein are annual estimates based on past usage and are not guaranteed.

A. Equipment Description & Quantity:

Bidder is to list the quantity available of each equipment and tonnage capacity to support the County contract. Please add any other vehicles that may be available for use with this agreement

	Equipment Description	Quantity Available	Tonnage Capacity
1	Double Bottom Dumps	10	27.00 TON
2	Demotion Trailer Rig		
3	Transfer Rig		
4	Super 10's	5	19.00 TON
5	Lowbed Rig (16 tire)		
6	60' Expando Lowbed		
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

B. Definition of Zones:

Any combination of the zones detailed below will be calculated and charged on a proportional basis of the affected rates and usage.

Zone	Description
"A Day"	To be performed 6:00 AM – 8:00 PM within the valley area of Fresno County below 1,000-foot elevation.
"A Night"	To be performed 8:00 PM – 6:00 AM within the valley area of Fresno County below the 1,000-foot elevation.
"B Day"	To be performed 6:00 AM – 8:00 PM in the foothill and mountain areas of Fresno County above the 1,000-foot elevation.
"B Night"	To be performed 8:00 PM – 6:00 AM in the foothill and mountain areas of Fresno County above the 1,000-foot elevation.

C. Submit hourly rates for the zones listed below and equipment types specified. Please add any other equipment that may be available for use under this agreement, include cost.

	ZONE	EQUIPMENT TYPE	ANNUAL USAGE (estimated hours)	HOURLY RATE	TOTAL (Usage x Rate)	
X	1	A Day	Double Bottom Dump	1800	\$ 120. ⁰⁰	\$ 216,000. ⁰⁰
	2	A Day	Demolition Trailer Rig	180	\$	\$
	3	A Day	Transfer Rigs	1800	\$	\$
X	4	A Day	Super 10's	1800	\$ 120. ⁰⁰	\$ 216,000. ⁰⁰
	5	A Day	Lowbed Rigs (16 Tire)	90	\$	\$
	6	A Day	60' Expando Lowbed	90	\$	\$
X	7	A Night	Double Bottom Dump	150	\$ 128. ⁰⁰	\$ 19,200. ⁰⁰
	8	A Night	Demolition Trailer Rig	15	\$	\$
	9	A Night	Transfer Rigs	150	\$	\$
X	10	A Night	Super 10's	1800	\$ 130. ⁰⁰	\$ 234,000. ⁰⁰
	11	A Night	Lowbed Rigs (16 Tire)	15	\$	\$
	12	A Night	60' Expando Lowbed	90	\$	\$
X	13	B Day	Double Bottom Dump	900	\$ 140. ⁰⁰	\$ 126,000. ⁰⁰
	14	B Day	Demolition Trailer Rig	90	\$	\$
	15	B Day	Transfer Rigs	900	\$	\$

✓ 16	B Day	Super 10's	1800	\$ 140.00	\$ 252,000.00
17	B Day	Lowbed Rigs (16 Tire)	90	\$	\$
18	B Day	60' Expando Lowbed	90	\$	\$
✓ 19	B Night	Double Bottom Dump	150	\$ 150.00	\$ 22,500.00
20	B Night	Demolition Trailer Rig	15	\$	\$
21	B Night	Transfer Rigs	150	\$	\$
✓ 22	B Night	Super 10's	1800	\$ 150.00	\$ 270,000.00
23	B Night	Lowbed Rigs (16 Tire)	15	\$	\$
24	B Night	60' Expando Lowbed	90	\$	\$
			TOTAL= 10,200	\$	\$ 1,355,700.00

D. Please add any other equipment that may be available for use under this agreement (see "A" above) and include Zone and hourly rate.

	ZONE	EQUIPMENT TYPE	HOURLY RATE
1			\$
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$

E. Trucking Yard Addresses

State address of all trucking yards from which trucking/hauling will be dispatched:	
1.	1638 W. Jensen Ave., Fresno, CA 93706
2.	42492 ROCKLEDGE ROAD, SHAWER LAKE, CA 93664
3.	
4.	
5.	
6.	
7.	
8.	
9.	

B. Definition of Zones:

Any combination of the zones detailed below will be calculated and charged on a proportional basis of the affected rates and usage.

Zone	Description
"A Day"	To be performed 6:00 AM – 8:00 PM within the valley area of Fresno County below 1,000-foot elevation.
"A Night"	To be performed 8:00 PM – 6:00 AM within the valley area of Fresno County below the 1,000-foot elevation.
"B Day"	To be performed 6:00 AM – 8:00 PM in the foothill and mountain areas of Fresno County above the 1,000-foot elevation.
"B Night"	To be performed 8:00 PM – 6:00 AM in the foothill and mountain areas of Fresno County above the 1,000-foot elevation.

C. Submit hourly rates for the zones listed below and equipment types specified. Please add any other equipment that may be available for use under this agreement, include cost.

	ZONE	EQUIPMENT TYPE	ANNUAL USAGE (estimated hours)	HOURLY RATE	TOTAL (Usage x Rate)
1	A Day	Double Bottom Dump	1800	\$ 130 ⁰⁰	\$ 234,000
2	A Day	Demolition Trailer Rig	180	\$	\$
3	A Day	Transfer Rigs	1800	\$	\$
4	A Day	Super 10's	1800	\$ 130 ⁰⁰	\$ 234,000
5	A Day	Lowbed Rigs (16 Tire)	90	\$	\$
6	A Day	60' Expando Lowbed	90	\$	\$
7	A Night	Double Bottom Dump	150	\$ 140 ⁰⁰	\$ 21,000
8	A Night	Demolition Trailer Rig	15	\$	\$
9	A Night	Transfer Rigs	150	\$	\$
10	A Night	Super 10's	1800	\$ 140 ⁰⁰	\$ 252,000
11	A Night	Lowbed Rigs (16 Tire)	15	\$	\$
12	A Night	60' Expando Lowbed	90	\$	\$
13	B Day	Double Bottom Dump	900	\$ 140 ⁰⁰	\$ 126,000
14	B Day	Demolition Trailer Rig	90	\$	\$
15	B Day	Transfer Rigs	900	\$	\$

16	B Day	Super 10's	1800	\$	\$ 140. ⁰⁰	\$ 252,000
17	B Day	Lowbed Rigs (16 Tire)	90	\$		\$
18	B Day	60' Expando Lowbed	90	\$		\$
19	B Night	Double Bottom Dump	150	\$		\$
20	B Night	Demolition Trailer Rig	15	\$	\$ 150. ⁰⁰	\$ 22,500
21	B Night	Transfer Rigs	150	\$		\$
22	B Night	Super 10's	1800	\$	\$ 150. ⁰⁰	\$ 270,000
23	B Night	Lowbed Rigs (16 Tire)	15	\$		\$
24	B Night	60' Expando Lowbed	90	\$		\$
			TOTAL=	\$		\$ 141,500

D. Please add any other equipment that may be available for use under this agreement (see "A" above) and include Zone and hourly rate.

	ZONE	EQUIPMENT TYPE	HOURLY RATE
1			\$
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$

(#12)
 * If Dragon is unable to deliver material to job site due to equipment breakdown - Dragon will return material to material source at no charge to Fresno County.

CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

Check off each of the following:

1. The Request for Quotation (RFQ) has been signed and completed.
2. Addenda, if any, have been signed and included in the bid package.
3. The completed *Reference List* as provided with this RFQ.
4. The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
5. Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
6. The *Participation* page as provided within this RFQ has been signed and included
7. *Bidder to Complete* page as provided with this RFQ.
8. Verification of Contractor's License and Permits.
9. Return checklist with RFQ response.
10. **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

Attachment E

1 SELF-DEALING TRANSACTION DISCLOSURE FORM

2 In order to conduct business with the County of Fresno (hereinafter referred to as "County"),
3 members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must
4 disclose any self-dealing transactions that they are a party to while providing goods, performing
5 services, or both for the County. A self-dealing transaction is defined below:

6
7 "A self-dealing transaction means a transaction to which the corporation is a party and in which one
8 or more of its directors has a material financial interest"

9 The definition above will be utilized for purposes of completing this disclosure form.

10
11 INSTRUCTIONS

- 12 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- 13 (2) Enter the board member's company/agency name and address.
- 14 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the
15 County. At a minimum, include a description of the following:
- 16 a. The name of the agency/company with which the corporation has the transaction; and
 - 17 b. The nature of the material financial interest in the Corporation's transaction that the
18 board member has.
- 19 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable
20 provisions of the Corporations Code.
- 21 (5) Form must be signed by the board member that is involved in the self-dealing transaction
22 described in Sections (3) and (4).
- 23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(1) Company Board Member Information:

Name:		Date:	
Job Title:			

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

(5) Authorized Signature

Signature:		Date:	
------------	--	-------	--