

**MASTER AGREEMENT FOR TRUCKING/HAULING SERVICES**

THIS MASTER AGREEMENT (Agreement) is dated \_\_\_\_\_, 2025, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each CONTRACTOR (each hereinafter referred to as "CONTRACTOR" and collectively as the "CONTRACTORS") identified in Exhibit A to this Agreement, which is attached hereto and incorporated by this reference. The COUNTY and each CONTRACTOR may be referred to as a "Party" or collectively as "Parties" to this Agreement.

**WITNESSETH:**

WHEREAS, on October 25, 2024, the COUNTY issued Request for Quotation (RFQ) No. 25-022 for trucking and hauling services. The COUNTY desired to award up to eight (8) CONTRACTORS under one Master Agreement to provide the services described therein.

WHEREAS, two (2) CONTRACTORS submitted responsive bids to the RFQ.

WHEREAS, the COUNTY desires to enter into an Agreement with each CONTRACTOR listed in Exhibit A to provide for the COUNTY's need for trucking and hauling services as provided herein, and

WHEREAS, the CONTRACTORS listed in Exhibit A are qualified and willing to perform such trucking and hauling services.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein contained, the parties hereto agree as follows:

**1. OBLIGATIONS OF THE CONTRACTOR**

A. CONTRACTORS hereby acknowledge their understanding and agree that their inclusion on Exhibit A does not constitute or guarantee or promise that any CONTRACTOR shall provide any work or services to the COUNTY under this Agreement. by executing a signature page, each CONTRACTOR becomes a signatory to this Agreement and agrees that it is party to this Agreement with the COUNTY and bound contractually by its terms.

B. Each CONTRACTOR shall provide all labor, materials, equipment, etc. for trucking services on a twenty-four (24) hour advance notice.

1 C. Chargeable/billable time will begin for each specific truck at the scheduled load time and  
2 point designated by the COUNTY representative (at the plant or, if in the field, upon arrival at the  
3 scheduled time). Chargeable/billable time period will end after each specific truck arrives back at its  
4 trucking yard after the final delivery is made for each specific haul day and hauler has obtained a  
5 signed acceptance/confirmation by the COUNTY representative. Time units up to and including three  
6 (3) minutes shall be rounded down, and time units in excess of three (3) minutes shall be rounded up.  
7 Hours are to be billed and quoted in units of one-tenth (1/10) hour.

8 D. Each CONTRACTOR shall adhere to all provision, instructions, and conditions as  
9 identified in and pursuant to the terms and conditions listed in the COUNTY's RFQ No. 25-022, a true  
10 and correct copy which is attached hereto as Exhibit C and incorporated herein by this reference, and  
11 in the corresponding response to the RFQ submitted by each CONTRACTOR, true and correct copies  
12 of which (as to each of the respective CONTRACTORS) are attached hereto as Exhibit D and  
13 incorporated herein by this reference.

14 E. Each CONTRACTOR shall obtain and have in its possession all required permits and  
15 licenses to perform the services to be provided under this Agreement and shall adhere to all applicable  
16 Federal, State, COUNTY, and City laws, codes, rules, regulations, and ordinances in its performance  
17 thereof.

18 F. All permits and licenses shall be maintained in active and current status by each  
19 CONTRACTOR throughout the entire term of this Agreement. Each CONTRACTOR shall ensure that  
20 the CONTRACTOR'S subcontractors shall have in their possession all required permits and licenses  
21 when performing any services pursuant to this Agreement. Permits and licenses of each subcontractor  
22 shall be active and current whenever the CONTRACTOR engages the services of the subcontractor  
23 and during the subcontractor's performance of any work pursuant to this Agreement.

24 G. Each CONTRACTOR is solely and fully responsible for all costs and expenses incidental  
25 to the performance of the services by such CONTRACTOR, including all instrumentalities, supplies,  
26 tools, equipment, staff, or materials necessary to perform the services specified in this Agreement.  
27  
28

1 H. Each CONTRACTOR shall supply labor, materials, equipment, and any item necessary  
2 to perform the services specified in this Agreement with a high degree of proficiency and  
3 professionalism in relation to industry standards to the complete satisfaction of the COUNTY.

4 I. Each CONTRACTOR is responsible of the cost to repair, replace, or correct any damage  
5 or destruction to property arising during CONTRACTOR'S completion of services.

6 J. CONTRACTORS will not work on or keep their equipment on the COUNTY property  
7 without the permission of the COUNTY.

8 K. This Agreement is intended to create contractual rights and obligations only as between  
9 the COUNTY and each of the respective CONTRACTORS that are signatories and parties hereto. This  
10 Agreement create no contractual rights or obligations as between any of the CONTRACTORS with  
11 respect to each other. No CONTRACTOR has any right to receive performance under this Agreement  
12 from, or to enforce any part of this Agreement against, any other CONTRACTOR.

13 2. OBLIGATIONS OF THE COUNTY

14 COUNTY shall provide CONTRACTORS a minimum of twenty-four (24) hours advance notice,  
15 either verbally or in writing when requesting trucking/hauling services unless otherwise agreed to by  
16 both parties under special circumstances.

17 3. TERM

18 The term of this Agreement shall be for a period of approximately three (3) years, commencing  
19 as of the effective date through and including March 31, 2028. This Agreement may be extended for  
20 two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later  
21 than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of  
22 the Department of Public Works and Planning or his or her designee is authorized to execute such  
23 written approval on behalf of COUNTY, based on CONTRACTOR'S satisfactory performance.

24 4. TERMINATION

25 A. Non-Allocation of Funds – The terms of this Agreement and the services to be provided  
26 hereunder are contingent on the approval of funds by the appropriating government agency. Should  
27 sufficient funds not be allocated, the services provided may be modified or this Agreement terminated  
28 at any time by giving the CONTRACTOR thirty (30) days advance written notice.

1           B.       Breach of Contract – The COUNTY may immediately suspend or terminate this  
2 Agreement in whole or part where in the determination of the COUNTY there is:

- 3                   a.   An illegal or improper use of funds;
- 4                   b.   A failure to comply with any term of this Agreement;
- 5                   c.   A substantial incorrect or incomplete report submitted to the COUNTY;
- 6                   d.   Improperly performed service.

7           In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any  
8 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR.  
9 Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to  
10 the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the  
11 repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which  
12 in the judgement of the COUNTY were not expended in accordance with the terms of this Agreement.  
13 The CONTRACTOR shall promptly refund any such funds upon demand.

14           C.       Without Cause – Under circumstances other than those set forth above, this Agreement  
15 may be terminated by COUNTY upon giving thirty (30) days advance written notice of an intention to  
16 terminate to CONTRACTOR. In the event of such termination, CONTRACTOR shall be paid for  
17 satisfactory services or supplies provided up until the date of termination. The COUNTY's Division  
18 Manager of Road Maintenance and Operations, or their designee, is authorized to execute such letter  
19 of termination on behalf of the COUNTY. In the event that the COUNTY terminates this Agreement as  
20 to one or more CONTRACTORS, this Agreement shall stay in full force and effect as to the remaining  
21 CONTRACTORS. Termination of one or more CONTRACTORS from this Agreement shall not  
22 terminate the Agreement as to the remaining CONTRACTOR(s). The COUNTY's Division Manager of  
23 Road Maintenance and Operations or their designee shall have the right to apply and implement this  
24 Section 4(C) on the COUNTY's behalf.

25       5. COMPENSATION/INVOICING

26           The COUNTY shall provide compensation and payment to each CONTRACTOR only for work  
27 specifically authorized by the COUNTY. The COUNTY agrees to pay each CONTRACTOR and each  
28 CONTRACTOR agrees to receive compensation in accordance with each CONTRACTOR'S respective

1 rates as listed in the pricing schedule summary attached as Exhibit B hereto and incorporated herein by  
2 this reference. CONTRACTOR shall not undertake any services without the advance written  
3 authorization of the COUNTY. If the COUNTY requests a service not specified in Exhibit B, then the  
4 price for such service(s) will be negotiated between the COUNTY and the CONTRACTOR and shall be  
5 based on prices similar to those listed in Exhibit B.

6 The maximum compensation payable to all Contractors, in the aggregate, under this Master  
7 Agreement is Six Million Dollars (\$6,000,000) for the base term, commencing as of the effective date,  
8 for the entire term of the Master Agreement. In the event that an extension, as defined in section 3,  
9 "Term", above, of the term is granted for the first optional year, then the maximum compensation  
10 payable to all Contractors, in the aggregate, under this Master Agreement for the base term plus the  
11 one-year extension is Eight Million Dollars (\$8,000,000). In the event that an extension, as defined in  
12 section 3, "Term", above, of the term is granted for the second optional year, then the maximum  
13 compensation payable to all Contractors, in the aggregate, under this Master Agreement for the base  
14 term plus the one-year extension is Ten Million Dollars (\$10,000,000). In no event shall the total  
15 cumulative amount of compensation paid to all of the CONTRACTORS collectively during the entire  
16 potential approximate five-year term of this Agreement exceed the sum of Ten Million Dollars  
17 (\$10,000,000).

18 Each CONTRACTOR shall submit invoices in accordance with the rates and charges agreed  
19 upon for the services provided to the COUNTY by each CONTRACTOR during the previous monthly  
20 billing period on the first day of the month. CONTRACTOR shall submit itemized invoices to the  
21 requesting COUNTY department. For the Road Maintenance and Operations Division and the Landfill  
22 Operations Department, invoices must be submitted electronically to  
23 [PWPBusinessOffice@fresnocountyca.gov](mailto:PWPBusinessOffice@fresnocountyca.gov). Each invoice shall reference this Agreement number, the  
24 responsible COUNTY department, the date and time of service, the cross streets for each site location  
25 serviced by CONTRACTOR within the same day, name of service technicians who provided the  
26 services, itemization of charges (parts and labor), CONTRACTORS response time, clear description of  
27 truck vehicles provided, begin and end times, total billable hours, the Project Number (which shall be  
28 provided by the COUNTY), and provide any related backup material that describes the trucking/hauling

1 services performed each day. The COUNTY will pay CONTRACTOR within forty-five (45) days after  
2 receipt, verification, and approval of CONTRACTOR'S invoices by COUNTY.

3 6. INDEPENDENT CONTRACTOR

4 In performance of the work, duties, and obligations assumed by CONTRACTOR under this  
5 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the  
6 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an  
7 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
8 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no  
9 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its  
10 work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify  
11 that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

12 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules  
13 and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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

22 7. MODIFICATION

23 A. Any matters of this Agreement may be modified from time to time by the written consent  
24 of all the parties without in any way affecting the remainder.

25 B. CONTRACTORS will be allowed to request price adjustments due to the cost of doing  
26 business only with the written approval of the Director of Public Works and Planning. Requests  
27 regarding fuel cost must include proof and be tied to the California Statewide Fuel Price Index  
28 (<https://dot.ca.gov/programs/construction/ca-sw-fuel-price-index>), which is updated on or about the first

business day of the following month by using the posted monthly average diesel price posted by the U.S. Energy Information Administration for the California region. Approved cost adjustments shall not affect the total maximum compensation amount payable to CONTRACTORS, or scope of services, as stated in Section 1 above.

#### 8. NON-ASSIGNMENT

Neither party shall assign, transfer, or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of either party.

#### 9. HOLD HARMLESS

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. The provisions of this Section 9 shall survive the termination of this Agreement.

#### 10. 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 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) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

1           B.     Automobile Liability – Comprehensive Automobile Liability Insurance with limits of not  
2 less than One Million Dollars (\$1,000,000) per accident for bodily injury and for property damages.  
3 Coverage should include any auto used in connection with this Agreement.

4           C.     Professional Liability – If CONTRACTOR employs licensed professional staff, (e.g.,  
5 Ph.D., R.N., L.C.S.W., M.F.C.C) in providing services, Professional Liability Insurance with limits of not  
6 less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual  
7 aggregate. CONTRACTOR agrees that it shall maintain, at its sole expense, in full force and effect for a  
8 period of three (3) years following the termination of this Agreement, one or more policies of  
9 professional liability insurance with limits of coverage as specified herein.

10          D.     Worker's Compensation – A policy of Worker's Compensation insurance as may be  
11 requested by the California Labor Code.

12          E.     Additional Requirements Relating to Insurance – CONTRACTOR shall obtain  
13 endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers,  
14 agents, and employees, individually and collectively, as additional insured, but only insofar as the  
15 operations under this Agreement are concerned. Such coverage for additional insured shall apply as  
16 primary insurance and any other insurance, of self-insurance, maintained by COUNTY, its officers,  
17 agents and employees shall be excess only and not contributing with insurance provided under  
18 CONTRACTOR'S policies herein. This insurance shall not be cancelled or changed without a minimum  
19 of thirty (30) days advance written notice given by the COUNTY.

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

25                Within thirty (30) days from the date CONTRACTOR executes this Agreement,  
26 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
27 foregoing policies, as required herein, via email to [RDMaint@fresnocountyca.gov](mailto:RDMaint@fresnocountyca.gov) stating that such  
28 insurance coverages 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 the 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 issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Incl rating of A FSC VII or better.

#### 11. AUDITS AND INSPECTIONS

The CONTRACTOR shall at any time during business hours, and as often as COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds Ten Thousand Dollars (\$10,000), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

#### 12. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

COUNTY OF FRESNO

CONTRACTOR

See Exhibit A for each

Division Manager, Road Maintenance                      CONTRACTOR'S contact person  
and Operations Division  
2220 Tulare Street, 10<sup>th</sup> Floor  
Fresno, CA 93721  
[RDMaint@fresnoCOUNTYca.gov](mailto:RDMaint@fresnoCOUNTYca.gov)

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, or by an overnight commercial courier service. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

### 13. GOVERNING LAW

Venue for any action arising out of or related to this Agreement shall only be in Fresno COUNTY, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

### 14. LEGAL AUTHORITY

Each individual executing this Agreement on behalf of CONTRACTOR hereby covenants, warrants, and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such entity, e.g. (without limitation), corporation, limited liability company, limited partnership, partnership or sole proprietorship, in accordance with all applicable formalities and under California law; (ii) that this Agreement is binding on such entity; and (iii) that CONTRACTOR (as applicable) is a duly organized and legally existing corporation, limited liability company, limited partnership, partnership or sole proprietorship in good standing in the State of California.

1        15. DISCLOSURE OF SELF-DEALING TRANSACTIONS

2            This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit  
3 or non-profit corporation) or if during the term of the Agreement, the CONTRACTOR changes its status  
4 to operate as a corporation.

5            Members of the CONTRACTOR'S Board of Directors shall disclose any self-dealing  
6 transactions that they are a party to while CONTRACTOR is providing goods or performing services  
7 under this Agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR  
8 is a party and in which one or more of its directors has a material financial interest. Members of the  
9 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing  
10 and signing a Self-Dealing Transaction Form, attached hereto as Exhibit E and incorporated herein by  
11 this reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction  
12 or immediately thereafter.

13        16. ELECTRONIC SIGNATURES

14            The parties agree that this Agreement may be executed by electronic signature as provided in  
15 this section.

16            A.    An "electronic signature" means any symbol or process intended by an individual signing  
17 this Agreement to represent their signature, including but not limited to (i) a digital signature; (ii) a faxed  
18 version of an original handwritten signature; or (iii) an electronically scanned and transmitted (for  
19 example by PDF document) version of an original handwritten signature.

20            B.    Each electronic signature affixed or attached to this Agreement (i) is deemed equivalent  
21 to a valid original handwritten signature of the person signing this Agreement for all purposes, including  
22 but not limited to evidentiary proof in any administrative or judicial proceeding, and (ii) has the same  
23 force and effect as the valid handwritten signature of that person.

24            C.    The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
25 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,  
26 beginning with section 1633.1).

27

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1 D. Each party using a digital signature represents that it has undertaken and satisfied the  
2 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and  
3 agrees that each other party may rely upon that representation.

4 E. This Agreement is not conditioned upon the parties conducting the transactions under it  
5 by electronic signature means and either party may sign this Agreement with a handwritten signature.

6 **17. COUNTERPARTS**

7 This Agreement may be signed in counterparts, each of which is an original, and all of which  
8 together constitute this Agreement.

9 **18. ENTIRE AGREEMENT**

10 This Agreement constitutes the entire agreement between the CONTRACTORS and COUNTY  
11 with respect to the subject matter hereof and supersedes all previous Agreement negotiations,  
12 proposals, commitments, writings, advertisements, publications, and understanding of any nature  
13 whatsoever unless expressly included in this Agreement. In the event of any inconsistency in  
14 interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by  
15 giving precedence in the following order of priority: (i) the text of this Agreement (excluding COUNTY's  
16 RFQ No. 25-022 and the RFQ Responses submitted by the CONTRACTORS), as supplemented by  
17 Exhibits A and B hereto; (ii) COUNTY's RFQ No. 25-022 (Exhibit C hereto); and (iii) each  
18 CONTRACTOR'S respective RFQ Response to RFQ No. 25-022 (Exhibit D hereto).

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1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth  
2 above.

3  
4  
5 **CONTRACTOR**

**COUNTY OF FRESNO**

6 **See additional Signature Pages**

7 **Attached**

8 \_\_\_\_\_  
9 Ernest Buddy Mendes, Chairman of  
10 the Board of Supervisors of  
11 the County of Fresno

12  
13  
14 **ATTEST:**

15 Bernice E. Seidel  
16 Clerk of the Board of Supervisors  
17 County of Fresno, State of California

18  
19 By \_\_\_\_\_  
20 Deputy

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22  
23  
24 **FOR ACCOUNTING USE ONLY**

25  
26 ORG No: 45104514  
27 Account No. 7295  
28 Fund No. 0010  
Subclass No. 11000

1 By executing this signature page, CONTRACTOR becomes a signatory to the Agreement  
2 dated above and agrees that it is a party to the Agreement with the COUNTY and is bound by its terms.  
3  
4

5 **CONTRACTOR**

6 **CB Roadways, Inc.**

7  
8 Sonia Cheema

9 Sonia Cheema, President

10  
11 1754 Technology Drive, Suite 200

12 San Jose, CA 95110  
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24 **FOR ACCOUNTING USE ONLY**

25 **ORG No:** 45104514

**Account No.** 7295

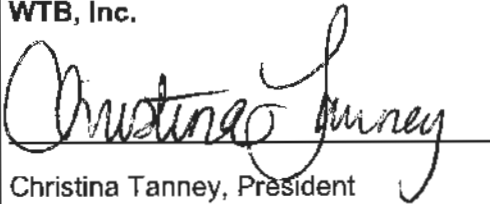
26 **Fund No.** 0010

27 **Subclass No.** 11000  
28

1 By executing this signature page, CONTRACTOR becomes a signatory to the Agreement  
2 dated above and agrees that it is a party to the Agreement with the COUNTY and is bound by its terms.  
3  
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5 **CONTRACTOR**

6 **WTB, Inc.**

7   
8 \_\_\_\_\_

9 Christina Tanney, President

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11 7093 W. Belmont Ave.

12 Fresno, CA 93723  
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24 **FOR ACCOUNTING USE ONLY**

25 ORG No: 45104514  
26 Account No. 7295  
27 Fund No. 0010  
28 Subclass No. 11000

**CONTRACTORS**

<b>Contractor</b>	<b>Contact</b>	<b>Phone</b>	<b>Email</b>
CB Roadways, Inc.	Sonia Cheema	(408) 600-7555	<a href="mailto:sonia@cbroadwaysinc.com">sonia@cbroadwaysinc.com</a>
Mailing Address:  1754 Technology Drive, Suite 200 San Jose, CA 9510		Dispatch Locations:  2733 W. Princeton Ave. Fresno, CA 93705  1754 Technology Drive, Suite 200 San Jose, CA 95110  1638 W. Jensen Ave. Fresno, CA 93706	

<b>Contractor</b>	<b>Contact</b>	<b>Phone</b>	<b>Email</b>
WTB, Inc.	Nick Young	(559) 275-1998	<a href="mailto:nick@wtbinc.org">nick@wtbinc.org</a>
Mailing Address:  7093 W. Belmont Ave. Fresno, CA 93705		Dispatch Location:  7093 W. Belmont Ave. Fresno, CA 93705	



## QUOTATION SCHEDULE

**Please ensure to factor all costs throughout the contract term.**

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.

Contractors will be allowed to request price adjustments due to the cost of doing business with the Director's approval. Requests regarding fuel cost must include proof and be tied to the California Statewide Fuel Price Index (<https://dot.ca.gov/programs/construction/ca-sw-fuel-price-index>), which is updated on or about the first business day of the following month by using the posted monthly average diesel price posted by the U.S. Energy Information Administration for the California region. Approved cost adjustments shall not affect either the annual or total maximum compensation amount payable to Contractor(s), or scope of services, as stated in the agreement resulting from this RFQ.

Quantities listed herein are annual estimates based on past usage and are not guaranteed.

**A. Equipment Description and 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. **This section is informational only and will not factor into award.**

	Equipment Description	Quantity Available	Tonnage Capacity
1	Double Bottom Dumps	10+	26
2	Demolition Trailer Rig	10+	24
3	Transfer Rig	10+	24
4	Super 10's	20+	21
5	Lowbed Rig (16 tire)	2+	24
6	60' Expando Lowbed	2+	24
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 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. Hourly Rates:**

Submit hourly rates for the zones listed below and equipment types specified.

	Zone	Equipment Type	Annual Usage (Estimated Hours)	Hourly Rate	Total (Usage x Rate)
1	A Day	Double Bottom Dump	1800	\$ 161.84	\$291,312.00
2	A Day	Transfer Rigs	180	\$ 161.84	\$ 29,131.20
3	A Day	Lowbed Rigs (16 tire)	1800	\$ 161.84	\$291,312.00
4	A Day	Super 10's	1800	\$ 161.84	\$291,312.00
5	A Day	Lowbed Rigs (16 tire)	90	\$ 161.84	\$14,565.60
6	A Day	60' Expando Lowbed	90	\$ 161.84	\$14,565.60
7	A Night	Double Bottom Dump	150	\$ 161.84	\$ 24,276.00
8	A Night	Demolition Trailer Rig	15	\$161.84	\$2,427.60
9	A Night	Transfer Rigs	150	\$ 161.84	\$ 24,276.00
10	A Night	Super 10's	1800	\$ 161.84	\$291,312.00

## Exhibit B - Quotation Schedules

11	A Night	Lowbed Rigs (16 tire)	15	\$ 161.84	\$2,427.60
12	A Night	60' Expando Lowbed	90	\$ 161.84	\$14,565.60
13	B Day	Double Bottom Dump	900	\$ 161.84	\$145,656.00
14	B Day	Demolition Trailer Rig	90	\$ 161.84	\$ 14,565.60
15	B Day	Transfer Rigs	900	\$ 161.84	\$145,656.00
16	B Day	Super 10's	1800	\$ 161.84	\$291,312.00
17	B Day	Lowbed Rigs (16 tire)	90	\$ 161.84	\$ 14,565.60
18	B Day	60' Expando Lowbed	90	\$ 161.84	\$ 14,565.60
19	B Night	Double Bottom Dump	150	\$ 161.84	\$24,276.00
20	B Night	Demolition Trailer Rig	15	\$ 161.84	\$2,427.60
21	B Night	Transfer Rigs	150	\$ 161.84	\$24,276.00
22	B Night	Super 10's	1800	\$ 161.84	\$291,312.00
23	B Night	Lowbed Rigs (16 tire)	15	\$ 161.84	\$2,427.60
24	B Night	60' Expando Lowbed	90	\$ 161.84	\$ 14,565.60
<b>TOTAL:</b>					\$ 2,277,088.80

**D. Other Equipment:**

Add any other equipment that may be available for use under this agreement (see "A" above). Include Zone and hourly rate. **This information is informational and will not factor into award.**

	Zone	Equipment Type	Hourly Rate
1	1/2	Water Trucks	\$ 161.84
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$
8			\$

Quotation No. 25-022

## QUOTATION SCHEDULE

**Please ensure to factor all costs throughout the contract term.**

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.

Contractors will be allowed to request price adjustments due to the cost of doing business with the Director's approval. Requests regarding fuel cost must include proof and be tied to the California Statewide Fuel Price Index (<https://dot.ca.gov/programs/construction/ca-sw-fuel-price-index>), which is updated on or about the first business day of the following month by using the posted monthly average diesel price posted by the U.S. Energy Information Administration for the California region. Approved cost adjustments shall not affect either the annual or total maximum compensation amount payable to Contractor(s), or scope of services, as stated in the agreement resulting from this RFQ.

Quantities listed herein are annual estimates based on past usage and are not guaranteed.

### A. Equipment Description and 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. **This section is informational only and will not factor into award.**

	Equipment Description	Quantity Available	Tonnage Capacity
1	Double Bottom Dumps	67	26-28 tons
2	Demolition Trailer Rig	10	21-23.5 tons
3	Transfer Rig	20	23.5-26 tons
4	Super 10's	10	18-22 tons
5	Lowbed Rig (16 tire)	—	—
6	60' Expando Lowbed	—	—
7			
8			
9			

**Quotation No. 25-022****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 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. Hourly Rates:**

Submit hourly rates for the zones listed below and equipment types specified.

	Zone	Equipment Type	Annual Usage (Estimated Hours)	Hourly Rate	Total (Usage x Rate)
1	A Day	Double Bottom Dump	1800	\$ 149.75	\$ 269,550.00
2	A Day	Transfer Rigs	180	\$ 149.75	\$ 26,955.00
3	A Day	Lowbed Rigs (16 tire)	1800	\$ —	\$ —
4	A Day	Super 10's	1800	\$ 149.75	\$ 269,550.00
5	A Day	Lowbed Rigs (16 tire)	90	\$ —	\$ —
6	A Day	60' Expando Lowbed	90	\$ —	\$ —
7	A Night	Double Bottom Dump	150	\$ 155.00	\$ 23,250.00
8	A Night	Demolition Trailer Rig	15	\$ 158.00	\$ 2,370.00
9	A Night	Transfer Rigs	150	\$ 155.00	\$ 23,250.00
10	A Night	Super 10's	1800	\$ 155.00	\$ 279,000.00

## Quotation No. 25-022

11	A Night	Lowbed Rigs (16 tire)	15	\$ —	\$ —
12	A Night	60' Expando Lowbed	90	\$ —	\$ —
13	B Day	Double Bottom Dump	900	\$ 175.00	\$ 157,500.00
14	B Day	Demolition Trailer Rig	90	\$ 180.00	\$ 16,200.00
15	B Day	Transfer Rigs	900	\$ 175.00	\$ 157,500.00
16	B Day	Super 10's	1800	\$ 175.00	\$ 315,000.00
17	B Day	Lowbed Rigs (16 tire)	90	\$ —	\$ —
18	B Day	60' Expando Lowbed	90	\$ —	\$ —
19	B Night	Double Bottom Dump	150	\$ 180.00	\$ 27,000.00
20	B Night	Demolition Trailer Rig	15	\$ 185.00	\$ 2,775.00
21	B Night	Transfer Rigs	150	\$ 180.00	\$ 27,000.00
22	B Night	Super 10's	1800	\$ 180.00	\$ 324,000.00
23	B Night	Lowbed Rigs (16 tire)	15	\$	\$
24	B Night	60' Expando Lowbed	90	\$	\$
<b>TOTAL:</b>				\$ 2502.25	\$ 1,920,900.00

**Quotation No. 25-022****D. Other Equipment:**

Add any other equipment that may be available for use under this agreement (see "A" above). Include Zone and hourly rate. **This information is informational and will not factor into award.**

	Zone	Equipment Type	Hourly Rate
1	A Day	Demo Super	\$ 165.00
2	A Day	Demo Ten Wheeler	\$ 165.00
3	A Day	Demo Transfer	\$ 165.00
4	B Day	Demo Super	\$ 185.00
5	B Day	Demo Ten Wheeler	\$ 185.00
6	B Day	Demo Transfer	\$ 185.00
7			\$
8			\$



# COUNTY OF FRESNO

## ADDENDUM NUMBER: TWO (2)

### RFQ NUMBER: 25-022

## TRUCKING & HAULING SERVICES

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Issue Date: November 12, 2024

**CLOSING DATE: NOVEMBER 19, 2024 AT 2:00PM**

Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance contact Yvette Jamison at (559) 600-7110.

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**NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 25-022 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.**

- **The Closing Date and Time are extended to November 19, 2024 at 2:00 PM.**
- **On page 15 of the Request for Quotation, paragraph 4 of the Scope of Work is revised as follows:**

Chargeable/billable time period will end after each specific truck arrives back at its trucking yard after the final delivery is made for each specific haul day, and hauler has obtained a signed acceptance/confirmation by an authorized County of Fresno representative.

**ACKNOWLEDGMENT OF ADDENDUM NUMBER TWO (2) TO RFQ 25-022**

COMPANY NAME: \_\_\_\_\_  
(PRINT)

SIGNATURE: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_  
(PRINT)

Purchasing Use: YJ:st

ORG/Requisition: 451014514 / 5142500036

**COUNTY OF FRESNO**  
**ADDENDUM NUMBER: ONE (1)**  
**RFQ NUMBER: 25-022**  
**TRUCKING & HAULING SERVICES**

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Issue Date: November 4, 2024

**CLOSING DATE: NOVEMBER 12, 2024 AT 10:00 AM**

Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance contact Yvette Jamison at (559) 600-7110.

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**NOTE THE FOLLOWING ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 25-022 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.**

➤ **New Close Date**

➤ **Questions & Answers:**

**Q1. On page 15 chargeable billing time ends at the unload site. Time should not end at dump site but rather be charged back to the load site at end of day.**

*A1. Chargeable/billable time ends at the location and time that work has been completed for the day. If more than one delivery is made by the same truck/vehicle to the same location, chargeable/billable time ends when the last delivery of the day is complete.*

**Q2. Also there needs to be a section for minimum hours charged.**

*A2. Stating the minimum hours to be charged is not a required response for this bid.*

**ACKNOWLEDGMENT OF ADDENDUM NUMBER One (1) TO RFQ 25-022**

COMPANY NAME: \_\_\_\_\_  
(PRINT)

SIGNATURE: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_  
(PRINT)

Purchasing Use: YJ:hs

ORG/Requisition: 45104514 / 5142500036

# COUNTY OF FRESNO



## REQUEST FOR QUOTATION

**NUMBER: 25-022**

## TRUCKING & HAULING SERVICES

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**Issue Date: October 25, 2024**

**Closing Date: NOVEMBER 6, 2024 AT 10:00 AM**

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

For assistance, contact Yvette Jamison at Phone (559) 600-7110.

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### 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.

COMPANY

CONTACT PERSON

ADDRESS

CITY

STATE

ZIP CODE

( )

TELEPHONE NUMBER

E-MAIL ADDRESS

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

Purchasing Use: YJ:st

ORG/Requisition: 45104514 / 5142500036

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## KEY DATES

**RFQ Issue Date:** **October 25, 2024**

**Written Questions for RFQ Due:** **October 30, 2024 at 10:00 AM**

Questions must be submitted on the Bid Page at Public Purchase.

**RFQ Closing Date:** **November 6, 2024 at 10:00 AM**

Quotations must be electronically submitted on the Bid Page.

## OVERVIEW

The County of Fresno on behalf of the Department of Public Works and Planning, Road Maintenance and Operations Division is soliciting bids to establish a Master Agreement under which all responsive bidders will provide trucking/hauling services.

## 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 their telephone number, and they 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 [CountyPurchasing@fresnocountyca.gov](mailto:CountyPurchasing@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 October 30, 2024 at 10:00 AM, cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Yvette Jamison 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.

**EXCEPTIONS:** Please provide any exceptions to the general requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's quotation meets those requirements.

**AWARD:** The County of Fresno reserves the right to make the award on the basis of the entire group or on a per line item basis. The award will be made in a manner determined 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 will 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 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.

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

**Quotation No. 25-022****Page 6**

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor. The County may require additional items from those in bid schedule.

**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 initial three-year 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 them 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 delivered to Department of Public Works & Planning. Each invoice shall reference the purchase order or contract number and the equipment number if applicable.

**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.



**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 Department of Public Works & Planning.

**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.

**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 their work shall be replaced or repaired and restored to original condition by the contractor.

**Quotation No. 25-022****Page 8**

**CLEAN UP:** The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by their 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 they are remunerated in the contract price. They 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 them 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 contractor shall provide safeguards, in conformity with all local codes and ordinances as may be required.

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

**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.

**Quotation No. 25-022****Page 10****BIDDER TO COMPLETE:****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:

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## 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) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- B. Automobile Liability: Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- C. Professional Liability: Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- D. Worker's Compensation: Workers compensation insurance as required by the laws of the State of California with statutory limits.

### 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, Department of Public Works & Planning at [RMOFinancial@fresnocountyca.gov](mailto:RMOFinancial@fresnocountyca.gov)**, 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

**Quotation No. 25-022**

**Page 12**

advance, written notice given to County. **Certificates of insurance are to include the contract number at the top of the first page.**

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.

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***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.

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(Authorized Signature)

---

Title

Quotation No. 25-022

Page 14

**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 these or 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.***



## SCOPE OF WORK

The County of Fresno on behalf of the Department of Public Works and Planning, Road Maintenance and Operations Division is soliciting bids to establish a Master Agreement under which successful bidders will provide trucking/hauling services to various locations throughout Fresno County. The County maintains nearly 3,500 miles of roadway.

Materials to be hauled include, but are not limited to, sand, base rock, asphalt, and asphalt grindings.

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).

Chargeable/billable time period will end after each specific truck arrives at the ending 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 three (3) minutes shall be rounded up.
- C. Hours to be billed and quoted in units of one-tenth (1/10) hour.

Inability to meet all of the following will cause the Bid to be deemed Nonresponsive:

- 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 locations or vendors to particular job sites at differing locations through Fresno County.
- E. Contractors shall have a method to respond to calls and provide trucking services twenty-four (24) hours per day, seven (7) days per week.
- F. 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. First and last name of County employee that requested service.
  - e. Contractor's response time.
  - f. Clear description of truck vehicles provided which matches equipment listed in bidder's response to this RFQ.
  - g. Begin and end times as described above in "E – F".
  - h. Total billable hours.
  - i. Email all invoices to [PWPBusinessOffice@fresnocountyca.gov](mailto:PWPBusinessOffice@fresnocountyca.gov).

## QUOTATION SCHEDULE

**Please ensure to factor all costs throughout the contract term.**

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.

Contractors will be allowed to request price adjustments due to the cost of doing business with the Director's approval. Requests regarding fuel cost must include proof and be tied to the California Statewide Fuel Price Index (<https://dot.ca.gov/programs/construction/ca-sw-fuel-price-index>), which is updated on or about the first business day of the following month by using the posted monthly average diesel price posted by the U.S. Energy Information Administration for the California region. Approved cost adjustments shall not affect either the annual or total maximum compensation amount payable to Contractor(s), or scope of services, as stated in the agreement resulting from this RFQ.

Quantities listed herein are annual estimates based on past usage and are not guaranteed.

### **A. Equipment Description and 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. **This section is informational only and will not factor into award.**

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

**Quotation No. 25-022****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.

<b>Zone</b>	<b>Description</b>
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 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. Hourly Rates:**

Submit hourly rates for the zones listed below and equipment types specified.

	<b>Zone</b>	<b>Equipment Type</b>	<b>Annual Usage (Estimated Hours)</b>	<b>Hourly Rate</b>	<b>Total (Usage x Rate)</b>
1	A Day	Double Bottom Dump	1800	\$	\$
2	A Day	Transfer Rigs	180	\$	\$
3	A Day	Lowbed Rigs (16 tire)	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	\$	\$

## Quotation No. 25-022

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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	\$	\$
<b>TOTAL:</b>				\$	\$

**D. Other Equipment:**

Add any other equipment that may be available for use under this agreement (see “A” above). Include Zone and hourly rate. **This information is informational and will not factor into award.**

	Zone	Equipment Type	Hourly Rate
1			\$
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$
8			\$

**E. Trucking Yard Addresses:**

**Note that chargeable/billable time begins at the scheduled load time and point, not the yard trucks are dispatched from.**

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

## COMPLY / NOT COMPLY

Compliance and understanding of the specifications listed below shall be noted by marking "COMPLY" on the line provided. Non-compliance is to be indicated by marking "NOT COMPLY" on the line; a detailed statement explaining why the specification cannot be met must accompany all non-compliant lines.

DO NOT LEAVE THIS PAGE BLANK. Failure to complete and submit this page may result in the bid response being deemed non-responsive.

**Note: Failure to comply to all specifications listed below will not automatically disqualify the bid response from being evaluated.**

### **BIDDER TO COMPLETE THE FOLLOWING:**

**COMPLY/  
NOT COMPLY**

- |   |       |
|---|-------|
| 1. Trucking/hauling services will be provided on an as-needed basis when requested by the County.   | _____ |
| 2. 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.  | _____ |
| 3. 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). | _____ |
| 4. Contractors will be required to haul materials and equipment from specific locations or vendors to particular job sites at differing locations through Fresno County.  | _____ |
| 5. Contractors shall have a method to respond to calls and provide trucking services twenty-four (24) hours per day, seven (7) days per week.   | _____ |
| 6. 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. First and last name of County employee that requested service.   | _____ |
| e. Contractor's response time.  | _____ |
| f. Clear description of truck vehicles provided which matches equipment listed in bidder's response to this RFQ.  | _____ |

**Quotation No. 25-022**

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g. Begin and end times as described above in "E – F".

h. Total billable hours.

i. Email all invoices to [PWPBusinessOffice@fresnocountyca.gov](mailto:PWPBusinessOffice@fresnocountyca.gov).



## 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 completed Comply/Not Comply page as provided with this RFQ.
5. \_\_\_\_\_ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
6. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
7. \_\_\_\_\_ The *Participation* page as provided within this RFQ has been signed and included
8. \_\_\_\_\_ The *Local Vendor Bid Preference and Disabled Veteran Business Enterprise Bid Preference* section (if applicable) has been signed and included.
9. \_\_\_\_\_ *Bidder to Complete* page as provided with this RFQ.
10. \_\_\_\_\_ Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
11. \_\_\_\_\_ Return checklist with RFQ response.
12. \_\_\_\_\_ **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

**COUNTY OF FRESNO**  
**ADDENDUM NUMBER: ONE (1)**  
**RFQ NUMBER: 25-022**  
**TRUCKING & HAULING SERVICES**

Issue Date: November 4, 2024

**CLOSING DATE: NOVEMBER 12, 2024 AT 10:00 AM**

Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance contact Yvette Jamison at (559) 600-7110.

**NOTE THE FOLLOWING ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 25-022 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.**

➤ **New Close Date**

➤ **Questions & Answers:**

**Q1. On page 15 chargeable billing time ends at the unload site. Time should not end at dump site but rather be charged back to the load site at end of day.**

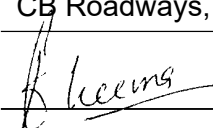
*A1. Chargeable/billable time ends at the location and time that work has been completed for the day. If more than one delivery is made by the same truck/vehicle to the same location, chargeable/billable time ends when the last delivery of the day is complete.*

**Q2. Also there needs to be a section for minimum hours charged.**

*A2. Stating the minimum hours to be charged is not a required response for this bid.*

**ACKNOWLEDGMENT OF ADDENDUM NUMBER One (1) TO RFQ 25-022**

COMPANY NAME: CB Roadways, Inc. \_\_\_\_\_  
(PRINT)

SIGNATURE:  \_\_\_\_\_

NAME & TITLE: Sonia Cheema, President \_\_\_\_\_  
(PRINT)

Purchasing Use: YJ:hs

ORG/Requisition: 45104514 / 5142500036

**COUNTY OF FRESNO**  
**ADDENDUM NUMBER: TWO (2)**  
**RFQ NUMBER: 25-022**  
**TRUCKING & HAULING SERVICES**

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Issue Date: November 12, 2024

**CLOSING DATE: NOVEMBER 19, 2024 AT 2:00PM**

Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance contact Yvette Jamison at (559) 600-7110.

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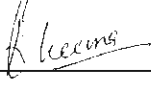
**NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 25-022 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.**

- **The Closing Date and Time are extended to November 19, 2024 at 2:00 PM.**
- **On page 15 of the Request for Quotation, paragraph 4 of the Scope of Work is revised as follows:**

Chargeable/billable time period will end after each specific truck arrives back at its trucking yard after the final delivery is made for each specific haul day, and hauler has obtained a signed acceptance/confirmation by an authorized County of Fresno representative.

**ACKNOWLEDGMENT OF ADDENDUM NUMBER TWO (2) TO RFQ 25-022**

COMPANY NAME: CB Roadways, Inc. (PRINT)

SIGNATURE: 

NAME & TITLE: Sonia Cheema, President (PRINT)

Purchasing Use: YJ:st

ORG/Requisition: 451014514 / 5142500036

# COUNTY OF FRESNO



## REQUEST FOR QUOTATION

**NUMBER: 25-022**

## TRUCKING & HAULING SERVICES

**Issue Date: October 25, 2024**

**Closing Date: NOVEMBER 6, 2024 AT 10:00 AM**

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

For assistance, contact Yvette Jamison 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.

C.B. Roadways, Inc.

COMPANY

Sonia Cheema, President *Contact for Bid: Kristian Laughlin, Niagara Consulting, kristian@niagaraconsulting.net 332-216-2555*

CONTACT PERSON

1754 Technology Dr. Ste 200

ADDRESS

San Jose

CA

95110

CITY

STATE

ZIP CODE

(408) - 600-7555

TELEPHONE NUMBER

sonia@cbroadwaysinc.com

E-MAIL ADDRESS

  
AUTHORIZED SIGNATURE

Sonia Cheema

President

PRINT NAME

TITLE

**COUNTY OF FRESNO**  
**ADDENDUM NUMBER: ONE (1)**  
**RFQ NUMBER: 25-022**  
**TRUCKING & HAULING SERVICES**

Issue Date: November 4, 2024

**CLOSING DATE: NOVEMBER 12, 2024 AT 10:00 AM**

Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance contact Yvette Jamison at (559) 600-7110.

**NOTE THE FOLLOWING ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 25-022 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.**

➤ **New Close Date**

➤ **Questions & Answers:**

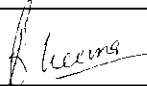
**Q1. On page 15 chargeable billing time ends at the unload site. Time should not end at dump site but rather be charged back to the load site at end of day.**

*A1. Chargeable/billable time ends at the location and time that work has been completed for the day. If more than one delivery is made by the same truck/vehicle to the same location, chargeable/billable time ends when the last delivery of the day is complete.*

**Q2. Also there needs to be a section for minimum hours charged.**

*A2. Stating the minimum hours to be charged is not a required response for this bid.*

**ACKNOWLEDGMENT OF ADDENDUM NUMBER One (1) TO RFQ 25-022**

COMPANY NAME: C.B. Roadways, Inc.  
SIGNATURE:  (PRINT)  
NAME & TITLE: Sonia Cheema, President  
(PRINT)

Purchasing Use: YJ:hs

ORG/Requisition: 45104514 / 5142500036

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## KEY DATES

**RFQ Issue Date:** **October 25, 2024**

**Written Questions for RFQ Due:** **October 30, 2024 at 10:00 AM**

Questions must be submitted on the Bid Page at Public Purchase.

**RFQ Closing Date:** **November 6, 2024 at 10:00 AM**

Quotations must be electronically submitted on the Bid Page.

## OVERVIEW

The County of Fresno on behalf of the Department of Public Works and Planning, Road Maintenance and Operations Division is soliciting bids to establish a Master Agreement under which all responsive bidders will provide trucking/hauling services.

## 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 their telephone number, and they 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 [CountyPurchasing@fresnocountyca.gov](mailto:CountyPurchasing@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 October 30, 2024 at 10:00 AM, cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Yvette Jamison 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.

**EXCEPTIONS:** Please provide any exceptions to the general requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's quotation meets those requirements.

**AWARD:** The County of Fresno reserves the right to make the award on the basis of the entire group or on a per line item basis. The award will be made in a manner determined 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 will 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 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.

**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. The County may require additional items from those in bid schedule.

**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 initial three-year 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 them 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 delivered to Department of Public Works & Planning. Each invoice shall reference the purchase order or contract number and the equipment number if applicable.

**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.

**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 Department of Public Works & Planning.

**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.

**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 their 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 their 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 they are remunerated in the contract price. They 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 them 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 contractor shall provide safeguards, in conformity with all local codes and ordinances as may be required.

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

**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:**

**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.

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CB Roadways

## 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) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- B. Automobile Liability: Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- C. Professional Liability: Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- D. Worker's Compensation: Workers compensation insurance as required by the laws of the State of California with statutory limits.

### 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, Department of Public Works & Planning at [RMOFinancial@fresnocountyca.gov](mailto:RMOFinancial@fresnocountyca.gov)**, 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. **Certificates of insurance are to include the contract number at the top of the first page.**

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.

CB Roadways



**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.

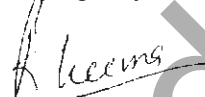
Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please 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 these or 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: R Gilmore  
 Address: 5750 Almaden Exp. rgilmore@valleywater.org  
 City: San Jose State: CA Zip: 95118  
 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.  
 City: Santa Clara State: CA Zip: 95054  
 Phone No.: ( 408 ) 988-4021 Date: 2017 - Ongoing  
 Service Provided: Trucking/Hauling services with various truck types

Reference Name: Team North Construction Services Contact: Donn North  
 Address: 150 Executive Park Blvd #3150 donn.north@gmail.com  
 City: San Francisco State: CA Zip: 94134  
 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  
 City: Cupertino State: CA Zip: 95014  
 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  
 City: San Jose State: CA Zip: 95133  
 Phone No.: ( 408 ) 487-3138 Date: April 2021 - Ongoing  
 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.**

## SCOPE OF WORK

The County of Fresno on behalf of the Department of Public Works and Planning, Road Maintenance and Operations Division is soliciting bids to establish a Master Agreement under which successful bidders will provide trucking/hauling services to various locations throughout Fresno County. The County maintains nearly 3,500 miles of roadway.

Materials to be hauled include, but are not limited to, sand, base rock, asphalt, and asphalt grindings.

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).

Chargeable/billable time period will end after each specific truck arrives at the ending 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 three (3) minutes shall be rounded up.
- C. Hours to be billed and quoted in units of one-tenth (1/10) hour.

Inability to meet all of the following will cause the Bid to be deemed Nonresponsive:

- 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 locations or vendors to particular job sites at differing locations through Fresno County.
- E. Contractors shall have a method to respond to calls and provide trucking services twenty-four (24) hours per day, seven (7) days per week.
- F. 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. First and last name of County employee that requested service.
  - e. Contractor's response time.
  - f. Clear description of truck vehicles provided which matches equipment listed in bidder's response to this RFQ.
  - g. Begin and end times as described above in "E – F".
  - h. Total billable hours.
  - i. Email all invoices to [PWPBusinessOffice@fresnocountyca.gov](mailto:PWPBusinessOffice@fresnocountyca.gov).

## QUOTATION SCHEDULE

**Please ensure to factor all costs throughout the contract term.**

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.

Contractors will be allowed to request price adjustments due to the cost of doing business with the Director's approval. Requests regarding fuel cost must include proof and be tied to the California Statewide Fuel Price Index (<https://dot.ca.gov/programs/construction/ca-sw-fuel-price-index>), which is updated on or about the first business day of the following month by using the posted monthly average diesel price posted by the U.S. Energy Information Administration for the California region. Approved cost adjustments shall not affect either the annual or total maximum compensation amount payable to Contractor(s), or scope of services, as stated in the agreement resulting from this RFQ.

Quantities listed herein are annual estimates based on past usage and are not guaranteed.

**A. Equipment Description and 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. **This section is informational only and will not factor into award.**

	Equipment Description	Quantity Available	Tonnage Capacity
1	Double Bottom Dumps	10+	26
2	Demolition Trailer Rig	10+	24
3	Transfer Rig	10+	24
4	Super 10's	20+	21
5	Lowbed Rig (16 tire)	2+	24
6	60' Expando Lowbed	2+	24
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 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. Hourly Rates:**

Submit hourly rates for the zones listed below and equipment types specified.

	Zone	Equipment Type	Annual Usage (Estimated Hours)	Hourly Rate	Total (Usage x Rate)
1	A Day	Double Bottom Dump	1800	\$ 161.84	\$291,312.00
2	A Day	Transfer Rigs	180	\$ 161.84	\$ 29,131.20
3	A Day	Lowbed Rigs (16 tire)	1800	\$ 161.84	\$291,312.00
4	A Day	Super 10's	1800	\$ 161.84	\$291,312.00
5	A Day	Lowbed Rigs (16 tire)	90	\$ 161.84	\$14,565.60
6	A Day	60' Expando Lowbed	90	\$ 161.84	\$14,565.60
7	A Night	Double Bottom Dump	150	\$ 161.84	\$ 24,276.00
8	A Night	Demolition Trailer Rig	15	\$161.84	\$2,427.60
9	A Night	Transfer Rigs	150	\$ 161.84	\$ 24,276.00
10	A Night	Super 10's	1800	\$ 161.84	\$291,312.00

## Exhibit D - RFQ Responses

11	A Night	Lowbed Rigs (16 tire)	15	\$ 161.84	\$2,427.60
12	A Night	60' Expando Lowbed	90	\$ 161.84	\$14,565.60
13	B Day	Double Bottom Dump	900	\$ 161.84	\$145,656.00
14	B Day	Demolition Trailer Rig	90	\$ 161.84	\$ 14,565.60
15	B Day	Transfer Rigs	900	\$ 161.84	\$145,656.00
16	B Day	Super 10's	1800	\$ 161.84	\$291,312.00
17	B Day	Lowbed Rigs (16 tire)	90	\$ 161.84	\$ 14,565.60
18	B Day	60' Expando Lowbed	90	\$ 161.84	\$ 14,565.60
19	B Night	Double Bottom Dump	150	\$ 161.84	\$24,276.00
20	B Night	Demolition Trailer Rig	15	\$ 161.84	\$2,427.60
21	B Night	Transfer Rigs	150	\$ 161.84	\$24,276.00
22	B Night	Super 10's	1800	\$ 161.84	\$291,312.00
23	B Night	Lowbed Rigs (16 tire)	15	\$ 161.84	\$2,427.60
24	B Night	60' Expando Lowbed	90	\$ 161.84	\$ 14,565.60
<b>TOTAL:</b>					\$ 2,277,088.80

**D. Other Equipment:**

Add any other equipment that may be available for use under this agreement (see “A” above). Include Zone and hourly rate. **This information is informational and will not factor into award.**

	Zone	Equipment Type	Hourly Rate
1	1/2	Water Trucks	\$ 161.84
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$
8			\$

**E. Trucking Yard Addresses:**

**Note that chargeable/billable time begins at the scheduled load time and point, not the yard trucks are dispatched from.**

State address of all trucking yards from which trucking/hauling will be dispatched:	
1	2733 W Princeton Ave., Fresno, CA 93705
2	1754 Technology Dr. Suite 200, San Jose, CA 95110
3	1638 W Jensen Ave. Fresno, CA 93706
4	
5	
6	
7	
8	



## COMPLY / NOT COMPLY

Compliance and understanding of the specifications listed below shall be noted by marking "COMPLY" on the line provided. Non-compliance is to be indicated by marking "NOT COMPLY" on the line; a detailed statement explaining why the specification cannot be met must accompany all non-compliant lines.

DO NOT LEAVE THIS PAGE BLANK. Failure to complete and submit this page may result in the bid response being deemed non-responsive.

**Note: Failure to comply to all specifications listed below will not automatically disqualify the bid response from being evaluated.**

### **BIDDER TO COMPLETE THE FOLLOWING:**

**COMPLY/  
NOT COMPLY**

- |   |  |
|---|--|
| 1. Trucking/hauling services will be provided on an as-needed basis when requested by the County.   | <div style="border-bottom: 1px solid black; padding-bottom: 2px;">Comply</div> |
| 2. 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.   | <div style="border-bottom: 1px solid black; padding-bottom: 2px;">Comply</div> |
| a. All permits and licenses shall be active and current during the term of this Agreement.  | <div style="border-bottom: 1px solid black; padding-bottom: 2px;">Comply</div> |
| 3. 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). | <div style="border-bottom: 1px solid black; padding-bottom: 2px;">Comply</div> |
| 4. Contractors will be required to haul materials and equipment from specific locations or vendors to particular job sites at differing locations through Fresno County.  | <div style="border-bottom: 1px solid black; padding-bottom: 2px;">Comply</div> |
| 5. Contractors shall have a method to respond to calls and provide trucking services twenty-four (24) hours per day, seven (7) days per week.   | <div style="border-bottom: 1px solid black; padding-bottom: 2px;">Comply</div> |
| 6. Contractors shall submit detailed invoices that include the following:   | <div style="border-bottom: 1px solid black; padding-bottom: 2px;">Comply</div> |
| a. Detailed description of each job completed (road segments, description of work site, project number).  | <div style="border-bottom: 1px solid black; padding-bottom: 2px;">Comply</div> |
| b. Invoice number (s).  | <div style="border-bottom: 1px solid black; padding-bottom: 2px;">Comply</div> |
| c. Date and time of request(s).   | <div style="border-bottom: 1px solid black; padding-bottom: 2px;">Comply</div> |
| d. First and last name of County employee that requested service.   | <div style="border-bottom: 1px solid black; padding-bottom: 2px;">Comply</div> |
| e. Contractor's response time.  | <div style="border-bottom: 1px solid black; padding-bottom: 2px;">Comply</div> |
| f. Clear description of truck vehicles provided which matches equipment listed in bidder's response to this RFQ.  | <div style="border-bottom: 1px solid black; padding-bottom: 2px;">Comply</div> |

g. Begin and end times as described above in "E – F".

---

Comply

---

h. Total billable hours.

---

Comply

---

i. Email all invoices to [PWPBusinessOffice@fresnocountyca.gov](mailto:PWPBusinessOffice@fresnocountyca.gov).

---

Comply

---

CB Roadways

## 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.   X   The Request for Quotation (RFQ) has been signed and completed.
2.   X   Addenda, if any, have been signed and included in the bid package.
3.   X   The completed *Reference List* as provided with this RFQ.
4.   X   The completed Comply/Not Comply page as provided with this RFQ.
5.   X   The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
6.   X   Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
7.   X   The *Participation* page as provided within this RFQ has been signed and included
8.   X   The *Local Vendor Bid Preference and Disabled Veteran Business Enterprise Bid Preference* section (if applicable) has been signed and included.
9.   X   *Bidder to Complete* page as provided with this RFQ.
10.   X   Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
11.   X   Return checklist with RFQ response.
12.   X   **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

Printed on: 4/24/2024 11:14:51 AM

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	04/18/2024	04/30/2026

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

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

Questions?

Email: [OSDSHELP@DGS.CA.GOV](mailto:OSDSHELP@DGS.CA.GOV)

Call OSDS Main Number: 916-375-4940

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



Finance - Business Tax  
200 East Santa Clara Street, 13th Floor Tower  
San Jose, CA 95113-1905

## Your New Business Certificate Enclosed

JSD0311A  
4000000274 274/1



C.B. ROADWAYS INC  
C.B. ROADWAYS INC  
2843 GAVILAN DR  
SAN JOSE CA 95148-2909

200 East Santa Clara Street, San Jose, CA 95113 Tel (408) 535-7055 Fax (408) 292-6488 [www.sanjoseca.gov/businessstax](http://www.sanjoseca.gov/businessstax)



### CITY OF SAN JOSE BUSINESS TAX CERTIFICATE No. 3200890400

BUSINESS NAME	NATURE OF BUSINESS	NO OF EMPLOYEES/UNITS/SQ. FT	EXPIRATION DATE
C.B. ROADWAYS INC	GENERAL FREIGHT TRUCKING, LOCAL	3/0/0	3/15/2025
BUSINESS ADDRESS	RECEIPT ISSUE DATE	TAX DISTRICT NO.	TOTAL AMOUNT PAID
2843 GAVILAN DR	3/15/2024	06	\$248.39

This certificate is evidence that the person(s), firm, or corporation named hereon has paid the tax required by Chapter 4.76 of the San José Municipal Code for the type of business, the business address and for the period indicated hereon. This certificate is issued without verification that the taxpayer is subject to or exempted from licensing by local, state, Federal or other agencies. Issuance of this certificate is not an endorsement, nor a certificate of compliance with other ordinances or laws, nor an assurance that the proposed use is in conformance with the City's Building/Fire/Zoning regulations.

**NOTE: IT IS THE BUSINESS OWNER'S RESPONSIBILITY TO MAINTAIN A CURRENT BUSINESS TAX CERTIFICATE. This is a receipt for payment, NOT an invoice. No remittance is required.**

FINANCE - REVENUE  
MANAGEMENT MUST BE  
NOTIFIED OF ANY  
CHANGE IN OWNERSHIP,  
LOCATION OR  
BUSINESS CLOSURE.

POST IN A  
CONSPICUOUS PLACE  
IN PUBLIC VIEW  
(MUST BE PRESENTED  
UPON REQUEST)

THIS BUSINESS  
TAX CERTIFICATE IS  
NOT TRANSFERABLE  
OR ASSIGNABLE

RENEWAL NOTICE  
NOT REQUIRED

#### Questions?

Call 408-535-7055 or visit  
us on our web site at:  
[www.sanjoseca.gov/businessstax](http://www.sanjoseca.gov/businessstax)

OWNER  
BUSINESS NAME  
MAIL ADDRESS

C.B. ROADWAYS INC  
C.B. ROADWAYS INC  
2843 GAVILAN DR  
SAN JOSE, CA 95148


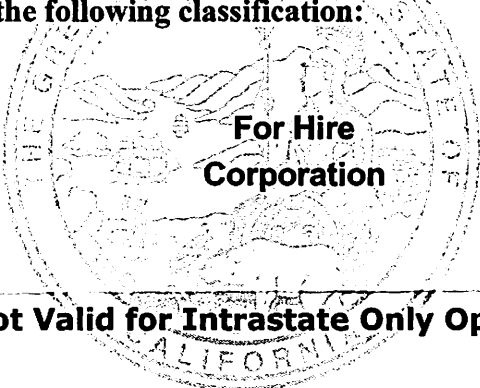
**DEPARTMENT OF MOTOR VEHICLES**

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

 <b>STATE OF CALIFORNIA</b> <b>DEPARTMENT OF MOTOR VEHICLES</b> A Public Service Agency		<b>NON-EXPIRING</b> <b>MOTOR CARRIER PERMIT</b> <b>Combined Carrier</b>						
<b>DEPARTMENT OF MOTOR VEHICLES</b> 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					
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:  <div style="text-align: center;">   <b>For Hire Corporation</b> </div>		<b>Not Valid for Intrastate Only Operations</b>						
					Pmt Date:	N/A	Office #:	154
					Account #:	603559	Tech ID:	##
Sequence #:	#NNN	Amt Paid:	No Fee					

**!!!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

[eCPR Public Search](#)[Log in](#)[Public Works Support](#)[Contractors](#)[Projects](#)[Register](#)[Home](#) > [Contractor](#) > C.B. ROADWAYS, INC.

C.B. ROADWAYS, INC.

## Contractor

Contractor business email

Contractor cation eff date

Contractor first name

Contractor mailing city

Contractor mailing state

CA

Contractor mailing zip

95173-0501

Contractor physical city

SAN JOSE

Contractor physical state

CA

Contractor physical zip

95110

Contractor certify date

2023-06-27

Contractor company type

Corporation

Contractor craft legacy

Driver On Off Hauling

Contractor craft snow

Contractor c ation exp date

2025-06-30

Contractor date deactivated

Contractor dba name

CB ROADWAYS, INC.





Contractor entity number

C3354013

Contractor ID

1000035239

Contractor last name

Cheema

Contractor mailing address2



Contractor physical address1

1754 Technology Drive, Ste 200

Contractor physical address2

Contractor source

SNOW

Contractor wc cert date

2021-03-22

Contractor wc exp date

2024-03-22

Contractor wc policy number

BNUWC0153758

Contractor wc selection

Insured by carrier

Contractor legal entity name

C.B. ROADWAYS, INC.

Contractor mailing address1

PO BOX 730501

Contractor wc carrier

Carolina Casualty Insurance Co

☐ Checked



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[dir.ca.gov](#)

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## California Workers' Compensation Coverage Inquiry Report

Your search performed on November 8, 2024 produced the following results from the WCIRB's records prepared by the WCIRB's staff in the ordinary course of business at or near the time of the insurers' submission of workers' compensation insurance policy information to the WCIRB.

### Search Terms

**Date Searched:** 11/8/2024

**Employer Name:** C B Roadways

**FEIN:**

**Street Address:**

**City:**

**State and Zip:**

**Employer Selected:** CB ROADWAYS, INC.

### Search Results

**Employer Name:** CB ROADWAYS, INC.

**FEIN:**

**Street Address:** P.O. BOX 730501

**City:** SAN JOSE

**State and Zip:** CA 95173

**Insurer Name:** Carolina Casualty Insurance Company

---

**Database Last Updated:** November 08, 2024

### Disclaimers

#### About the caworkcompcoverage.com Website

This website has been developed by the Workers' Compensation Insurance Rating Bureau of California (WCIRB) pursuant to California Insurance Code Section 11752.75 and California Code of Regulations Title 10, Section 2593. The purpose of this website is to assist you in determining whether an employer is insured for workers' compensation. This website will provide the name of the insurer that wrote a California workers' compensation policy for a specific employer on a specific date within a 5 year period. No automated retrieval is permitted.

#### Limitations of Coverage Information Available

The failure of an employer to appear in response to a query does not mean that the employer does not have insurance or is operating in violation of California law. Some employers are legally self-insured; inquiries regarding self-insured employers should be directed to the [California Office of Self Insurance Plans](http://www.dir.ca.gov/osip/sip.html) website (<http://www.dir.ca.gov/osip/sip.html>).

Coverage information may not be available or complete for all employers due to limitations with the policy information, such as similar or duplicate employer names, multiple or alternate locations and addresses for employers, or more than one named insured employer on an insurance policy.

This website only provides coverage information for 5 years prior to the date of the query.

Search results may not reflect recent changes in information. Insurers have up to thirty (30) days to report policy information to the WCIRB. (See California Workers' Compensation Uniform Statistical Reporting Plan – 1995, Part 2, Policy Reporting Requirements). Policy information reported by insurers is available on the <https://www.caworkcompcoverage.com> within thirty (30) days of being received by the WCIRB. Therefore, your search results may not reflect coverage information changes that have occurred within the last sixty (60) days.

The WCIRB's coverage records reflect the employer's name as shown on the insurance policy. If you are searching for an employer name that is not on the policy, your search will return no results.

The WCIRB's Federal Employment Identification Number (FEIN) records are not complete. Searches based solely on the FEIN may provide no results.

### **Information Displayed is Not Proof of Coverage**

The results of your query are not evidence or verification of workers' compensation insurance, which should be obtained from or verified by the insurer directly. The results of a query should be confirmed both with the employer and the insurer before it is used for any purpose.

### **Where to Find Insurer Contact Information**

To look up contact information for California insurance companies, visit the [California Department of Insurance](https://interactive.web.insurance.ca.gov/apex_extprd/f?p=144:1) website ([https://interactive.web.insurance.ca.gov/apex\\_extprd/f?p=144:1](https://interactive.web.insurance.ca.gov/apex_extprd/f?p=144:1)).

CB Roadways



C.B. Roadways

Home

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## Business Search

The California Business Search provides access to available information for **corporations**, **limited liability companies** and **limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

### Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note, a **basic search** will search **only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives,

[Skip to main content](#)

C.B. ROADWAYS, INC (3354013)



#### Request Certificate

Initial Filing Date	03/01/2011
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General
Principal Address	1754 TECHNOLOGY DRIVE, STE 200 SAN JOSE, CA 95110
Mailing Address	1754 TECHNOLOGY DRIVE, STE 200 SAN JOSE, CA 95110
! Statement of Info Due Date	03/31/2024
Agent	Individual KULWINDER K CHEEMA 2843 GAVILAN DRIVE SAN JOSE, CA 95148



View History



Request Access



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Name Reservations, Foreign Name Reservations, Business Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains ?keyword? search. The Advanced search allows for a ?starts with? filter. To search entities that have a status other than active or to refine search criteria, use the **Advanced** search feature.

### Advanced Search

An Advanced search is required when searching for publicly traded disclosure information or a status other than active.

An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

**Disclaimer:** Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is."

[Skip to main content](#)

C.B. ROADWAYS, INC (3354013)



Request  
Certificate

Initial Filing Date	03/01/2011
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General
Principal Address	1754 TECHNOLOGY DRIVE, STE 200 SAN JOSE, CA 95110
Mailing Address	1754 TECHNOLOGY DRIVE, STE 200 SAN JOSE, CA 95110
! Statement of Info Due Date	03/31/2024
Agent	Individual KULWINDER K CHEEMA 2843 GAVILAN DRIVE SAN JOSE, CA 95148



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Request Access



certificates of status, (1) locate an entity using the search; (2) select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

C.B. ROADWAYS, INC (3354013)

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CB roadways

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Results: 1

Entity  
InformationInitial  
Filing  
Date

Status

Entity  
Type

Active

Formed

Agent

C.B.  
ROADWAYS,  
INC  
(3354013)

03/01/2011

Active

Initial Filing Date

03/01/2011

Status

Standing - SOS

Standing - FTB

Standing - Agent

Stock

Standing - CA -

General In

Entity Type

Good

Good

Good

CALIFORNIA

CALIFORNIA

Stock Corporation - CA -  
General

Principal Address

1754 TECHNOLOGY DRIVE,  
STE 200  
SAN JOSE, CA 95110

Mailing Address

1754 TECHNOLOGY DRIVE,  
STE 200  
SAN JOSE, CA 95110! Statement of  
Info Due Date

03/31/2024

Agent

Individual  
KULWINDER K CHEEMA  
2843 GAVILAN DRIVE  
SAN JOSE, CA 95148

View History



Request Access





# COUNTY OF FRESNO



## REQUEST FOR QUOTATION

**NUMBER: 25-022**

## TRUCKING & HAULING SERVICES

**Issue Date: October 25, 2024**

**Closing Date: NOVEMBER 6, 2024 AT 10:00 AM**

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

For assistance, contact Yvette Jamison 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.

Women Truck Brokers, Inc dba WTB Inc.

COMPANY

Nick Young

CONTACT PERSON

7093 W. Belmont Ave.

ADDRESS

Fresno

CA

93723

CITY

STATE

ZIP CODE

(559 2751998 )

nick@wtbinc.org

TELEPHONE NUMBER

E-MAIL ADDRESS

AUTHORIZED SIGNATURE

Christina Tanney

President

PRINT NAME

TITLE

Purchasing Use: Y.J.st

ORG/Requisition: 45104514 / 5142500036

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## KEY DATES

<b>RFQ Issue Date:</b>	<b>October 25, 2024</b>
<b>Written Questions for RFQ Due:</b>	<b>October 30, 2024 at 10:00 AM</b> Questions must be submitted on the Bid Page at Public Purchase.
<b>RFQ Closing Date:</b>	<b>November 6, 2024 at 10:00 AM</b> Quotations must be electronically submitted on the Bid Page.

## OVERVIEW

The County of Fresno on behalf of the Department of Public Works and Planning, Road Maintenance and Operations Division is soliciting bids to establish a Master Agreement under which all responsive bidders will provide trucking/hauling services.

## 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 their telephone number, and they 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 [CountyPurchasing@fresnocountyca.gov](mailto:CountyPurchasing@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 October 30, 2024 at 10:00 AM, cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Yvette Jamison 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.

**EXCEPTIONS:** Please provide any exceptions to the general requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's quotation meets those requirements.

**AWARD:** The County of Fresno reserves the right to make the award on the basis of the entire group or on a per line item basis. The award will be made in a manner determined 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 will 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 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.

**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. The County may require additional items from those in bid schedule.

**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 initial three-year 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 them 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 delivered to Department of Public Works & Planning. Each invoice shall reference the purchase order or contract number and the equipment number if applicable.

**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.

**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 Department of Public Works & Planning.

**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.

**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 their work shall be replaced or repaired and restored to original condition by the contractor.

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**CLEAN UP:** The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by their 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 they are remunerated in the contract price. They 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 them 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 contractor shall provide safeguards, in conformity with all local codes and ordinances as may be required.

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

**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.



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**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.

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**BIDDER TO COMPLETE:**

**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:

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WNTB, Inc.

## 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) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- B. **Automobile Liability:** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- C. **Professional Liability:** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- D. **Worker's Compensation:** Workers compensation insurance as required by the laws of the State of California with statutory limits.

**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, Department of Public Works & Planning at [RMOFinancial@fresnocountyca.gov](mailto:RMOFinancial@fresnocountyca.gov), 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

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advance, written notice given to County. **Certificates of insurance are to include the contract number at the top of the first page.**

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.

WNTB, Inc.

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**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.

*Christina J. Juncos*

(Authorized Signature)

*President*

Title

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**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.**Firm: **Women Truck Brokers Inc., dba WTB 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 these or 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: Tri County Excavation, Inc. Contact: Darrin Oliver  
 Address: 7181A Tollhouse Road,  
 City: Clovis State: CA Zip: 93619  
 Phone No.: ( 559 ) 297-2256 Date: All Projects - On Going  
 Service Provided: trucking of all aggregates

Reference Name: Yarbs Grading & Paving, Inc. Contact: Troy Yarbrough  
 Address: PO Box 87  
 City: Fowler State: CA Zip: 93625  
 Phone No.: ( 559 ) 834-4818 Date: All Projects - On Going  
 Service Provided: trucking of all aggregates

Reference Name: Don Berry Constructionh Contact: Dan Dorvai  
 Address: 13701 Goldenstate Blvd  
 City: Kingsburg State: Ca Zip: 93631  
 Phone No.: ( 559 ) 896-5700 Date: Latest project Tulare County Overlay - 2024  
 Service Provided: trucking of all aggregate materials

Reference Name: Central Valley Asphalt, Inc. Contact: Nick Strange  
 Address: 23494 Road 196  
 City: Lindsay State: CA Zip: 93247  
 Phone No.: ( 559 ) 562-7802 Date: All Projects - On Going  
 Service Provided: trucking of all aggregates

Reference Name: Rick Carsey Trucking & Construction Contact: Rick Carsey  
 Address: 3181 E. Manning Ave Suite 201  
 City: Fowler State: CA Zip: 93631  
 Phone No.: ( 559 ) 834-5385 Date: All Projects - On Going  
 Service Provided: trucking of all aggregate materials

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

## SCOPE OF WORK

The County of Fresno on behalf of the Department of Public Works and Planning, Road Maintenance and Operations Division is soliciting bids to establish a Master Agreement under which successful bidders will provide trucking/hauling services to various locations throughout Fresno County. The County maintains nearly 3,500 miles of roadway.

Materials to be hauled include, but are not limited to, sand, base rock, asphalt, and asphalt grindings.

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).

Chargeable/billable time period will end after each specific truck arrives at the ending 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 three (3) minutes shall be rounded up.
- C. Hours to be billed and quoted in units of one-tenth (1/10) hour.

Inability to meet all of the following will cause the Bid to be deemed Nonresponsive:

- 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 locations or vendors to particular job sites at differing locations through Fresno County.
- E. Contractors shall have a method to respond to calls and provide trucking services twenty-four (24) hours per day, seven (7) days per week.
- F. 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. First and last name of County employee that requested service.
  - e. Contractor's response time.
  - f. Clear description of truck vehicles provided which matches equipment listed in bidder's response to this RFQ.
  - g. Begin and end times as described above in "E – F".
  - h. Total billable hours.
  - i. Email all invoices to [PWPBusinessOffice@fresnocountyca.gov](mailto:PWPBusinessOffice@fresnocountyca.gov).

## QUOTATION SCHEDULE

**Please ensure to factor all costs throughout the contract term.**

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.

Contractors will be allowed to request price adjustments due to the cost of doing business with the Director's approval. Requests regarding fuel cost must include proof and be tied to the California Statewide Fuel Price Index (<https://dot.ca.gov/programs/construction/ca-sw-fuel-price-index>), which is updated on or about the first business day of the following month by using the posted monthly average diesel price posted by the U.S. Energy Information Administration for the California region. Approved cost adjustments shall not affect either the annual or total maximum compensation amount payable to Contractor(s), or scope of services, as stated in the agreement resulting from this RFQ.

Quantities listed herein are annual estimates based on past usage and are not guaranteed.

### **A. Equipment Description and 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. This section is informational only and will not factor into award.

	Equipment Description	Quantity Available	Tonnage Capacity
1	Double Bottom Dumps	67	26-28 tons
2	Demolition Trailer Rig	10	21-23.5 tons
3	Transfer Rig	20	23.5-26 tons
4	Super 10's	10	18-22 tons
5	Lowbed Rig (16 tire)	—	—
6	60' Expando Lowbed	—	—
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 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. Hourly Rates:**

Submit hourly rates for the zones listed below and equipment types specified.

	Zone	Equipment Type	Annual Usage (Estimated Hours)	Hourly Rate	Total (Usage x Rate)
1	A Day	Double Bottom Dump	1800	\$ 149.75	\$ 269,550.00
2	A Day	Transfer Rigs	180	\$ 149.75	\$ 26,955.00
3	A Day	Lowbed Rigs (16 tire)	1800	\$ —	\$ —
4	A Day	Super 10's	1800	\$ 149.75	\$ 269,550.00
5	A Day	Lowbed Rigs (16 tire)	90	\$ —	\$ —
6	A Day	60' Expando Lowbed	90	\$ —	\$ —
7	A Night	Double Bottom Dump	150	\$ 155.00	\$ 23,250.00
8	A Night	Demolition Trailer Rig	15	\$ 158.00	\$ 2,370.00
9	A Night	Transfer Rigs	150	\$ 155.00	\$ 23,250.00
10	A Night	Super 10's	1800	\$ 155.00	\$ 279,000.00

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11	A Night	Lowbed Rigs (16 tire)	15	\$ —	\$ —
12	A Night	60' Expando Lowbed	90	\$ —	\$ —
13	B Day	Double Bottom Dump	900	\$ 175.00	\$ 157,500.00
14	B Day	Demolition Trailer Rig	90	\$ 180.00	\$ 16,200.00
15	B Day	Transfer Rigs	900	\$ 175.00	\$ 157,500.00
16	B Day	Super 10's	1800	\$ 175.00	\$ 315,000.00
17	B Day	Lowbed Rigs (16 tire)	90	\$ —	\$ —
18	B Day	60' Expando Lowbed	90	\$ —	\$ —
19	B Night	Double Bottom Dump	150	\$ 180.00	\$ 27,000.00
20	B Night	Demolition Trailer Rig	15	\$ 185.00	\$ 2,775.00
21	B Night	Transfer Rigs	150	\$ 180.00	\$ 27,000.00
22	B Night	Super 10's	1800	\$ 180.00	\$ 324,000.00
23	B Night	Lowbed Rigs (16 tire)	15	\$	\$
24	B Night	60' Expando Lowbed	90	\$	\$
<b>TOTAL:</b>				\$ 2502.25	\$ 1,920,900.00

Quotation No. 25-022

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**D. Other Equipment:**

Add any other equipment that may be available for use under this agreement (see "A" above). Include Zone and hourly rate. **This information is informational and will not factor into award.**

	Zone	Equipment Type	Hourly Rate
1	A Day	Demo Super	\$ 165.00
2	A Day	Demo Ten Wheeler	\$ 165.00
3	A Day	Demo Transfer	\$ 165.00
4	B Day	Demo Super	\$ 185.00
5	B Day	Demo Ten Wheeler	\$ 185.00
6	B Day	Demo Transfer	\$ 185.00
7			\$
8			\$

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**E. Trucking Yard Addresses:**

**Note that chargeable/billable time begins at the scheduled load time and point, not the yard trucks are dispatched from.**

State address of all trucking yards from which trucking/hauling will be dispatched:	
1	7093 W. Belmont Ave., Fresno, CA 93723
2	
3	
4	
5	
6	
7	
8	

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**COMPLY / NOT COMPLY**

Compliance and understanding of the specifications listed below shall be noted by marking "COMPLY" on the line provided. Non-compliance is to be indicated by marking "NOT COMPLY" on the line; a detailed statement explaining why the specification cannot be met must accompany all non-compliant lines.

DO NOT LEAVE THIS PAGE BLANK. Failure to complete and submit this page may result in the bid response being deemed non-responsive.

**Note: Failure to comply to all specifications listed below will not automatically disqualify the bid response from being evaluated.**

**BIDDER TO COMPLETE THE FOLLOWING:****COMPLY/  
NOT COMPLY**

- |   |        |
|---|--------|
| 1. Trucking/hauling services will be provided on an as-needed basis when requested by the County.   | Comply |
| 2. 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.   | Comply |
| a. All permits and licenses shall be active and current during the term of this Agreement.  | Comply |
| 3. 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). | Comply |
| 4. Contractors will be required to haul materials and equipment from specific locations or vendors to particular job sites at differing locations through Fresno County.  | Comply |
| 5. Contractors shall have a method to respond to calls and provide trucking services twenty-four (24) hours per day, seven (7) days per week.   | Comply |
| 6. Contractors shall submit detailed invoices that include the following:   | Comply |
| a. Detailed description of each job completed (road segments, description of work site, project number).  | Comply |
| b. Invoice number (s).  | Comply |
| c. Date and time of request(s).   | Comply |
| d. First and last name of County employee that requested service.   | Comply |
| e. Contractor's response time.  | Comply |
| f. Clear description of truck vehicles provided which matches equipment listed in bidder's response to this RFQ.  | Comply |

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g. Begin and end times as described above in "E – F".

---

Comply

---

h. Total billable hours.

---

Comply

---

i. Email all invoices to [PWPBusinessOffice@fresnocountyca.gov](mailto:PWPBusinessOffice@fresnocountyca.gov).

---

Comply

---

WNTB, Inc.

## 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 completed *Comply/Not Comply* page as provided with this RFQ.
5. ☒ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
6. ☒ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
7. ☒ The *Participation* page as provided within this RFQ has been signed and included
8. ☒ The *Local Vendor Bid Preference and Disabled Veteran Business Enterprise Bid Preference* section (if applicable) has been signed and included.
9. ☒ *Bidder to Complete* page as provided with this RFQ.
10. ☒ Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
11. ☒ Return checklist with RFQ response.
12. ☒ **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

**COUNTY OF FRESNO**  
**ADDENDUM NUMBER: ONE (1)**  
**RFQ NUMBER: 25-022**  
**TRUCKING & HAULING SERVICES**

Issue Date: November 4, 2024

**CLOSING DATE: NOVEMBER 12, 2024 AT 10:00 AM**

Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance contact Yvette Jamison at (559) 600-7110.

**NOTE THE FOLLOWING ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 25-022 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.**

➤ **New Close Date**

➤ **Questions & Answers:**

**Q1. On page 15 chargeable billing time ends at the unload site. Time should not end at dump site but rather be charged back to the load site at end of day.**

*A1. Chargeable/billable time ends at the location and time that work has been completed for the day. If more than one delivery is made by the same truck/vehicle to the same location, chargeable/billable time ends when the last delivery of the day is complete.*

**Q2. Also there needs to be a section for minimum hours charged.**

*A2. Stating the minimum hours to be charged is not a required response for this bid.*

**ACKNOWLEDGMENT OF ADDENDUM NUMBER One (1) TO RFQ 25-022**

COMPANY NAME:

Women Truck Brokers Inc. dba WTB Inc.  
(PRINT)

SIGNATURE:

Christina Tanney

NAME & TITLE:

Christina Tanney, President  
(PRINT)

Purchasing Use: YJ:hs

ORG/Requisition: 45104514 / 5142500036



**COUNTY OF FRESNO**  
**ADDENDUM NUMBER: TWO (2)**  
**RFQ NUMBER: 25-022**  
**TRUCKING & HAULING SERVICES**

Issue Date: November 12, 2024

**CLOSING DATE: NOVEMBER 19, 2024 AT 2:00PM**

Submit all Questions and Quotations on the Bid Page at Public Purchase.

For assistance contact Yvette Jamison at (559) 600-7110.

**NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 25-022 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.**

- The Closing Date and Time are extended to November 19, 2024 at 2:00 PM.
- On page 15 of the Request for Quotation, paragraph 4 of the Scope of Work is revised as follows:  
Chargeable/billable time period will end after each specific truck arrives back at its trucking yard after the final delivery is made for each specific haul day, and hauler has obtained a signed acceptance/confirmation by an authorized County of Fresno representative.

**ACKNOWLEDGMENT OF ADDENDUM NUMBER TWO (2) TO RFQ 25-022**

COMPANY NAME:

Women Truck Brokers, Inc. dba WTB Inc.  
(PRINT)

SIGNATURE:

Christina Tanne

NAME & TITLE:

Christina Tanne, President  
(PRINT)

Purchasing Use: YJ:st

ORG/Requisition: 451014514 / 5142500036



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CoreMark Insurance Services Inc. 4430 Duckhorn Drive Sacramento, CA 95834	<b>CONTACT NAME:</b> Denise Vara, CISR <b>PHONE (A/C, No, Ext):</b> (916) 286-0809 <b>FAX (A/C, No):</b> (916) 923-2797 <b>E-MAIL ADDRESS:</b> dvara@coremarkins.com														
<b>INSURED</b>  W.T.B. Incorporated 7093 W. Belmont Avenue Fresno, CA 93723	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Lloyds of London</td><td>112200</td></tr><tr><td>INSURER B: Security National Insurance Company</td><td>19879</td></tr><tr><td>INSURER C: Upland Specialty Insurance Company</td><td>16988</td></tr><tr><td>INSURER D: Endurance Assurance Corporation</td><td>11551</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyds of London	112200	INSURER B: Security National Insurance Company	19879	INSURER C: Upland Specialty Insurance Company	16988	INSURER D: Endurance Assurance Corporation	11551	INSURER E:		INSURER F:	
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INSURER D: Endurance Assurance Corporation	11551														
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	SCG1507424	2/17/2024	2/17/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SMC181884900	2/17/2024	2/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			USXTL0559424	2/17/2024	2/17/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	X	EAW00001297-00	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Fresno County Placement Project

County of Fresno, its officers, agents, employees and volunteers, individually and collectively are named as additional insured with waiver of subrogation, primary non-contributory wording per attached CG2010 0413, CG2001 0413 & CG2404 0509. Workers' compensation waiver of subrogation applies per attached endorsement.

## CERTIFICATE HOLDER

## CANCELLATION

County of Fresno, Department of Public Works & Planning

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Dan Pelt*

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****WC 04 03 06****(Ed. 4-84)****WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.5% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule****Person or Organization**

Blanket Waiver of Subrogation

**Job Description**

As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

**Endorsement Effective** 05-01-2024**Policy No.** EAW00001297-00**Endorsement No.****Insured** Women Truck Brokers, Inc. (a Corp)**Insurance Company** Endurance Assurance Corporation

Countersigned By \_\_\_\_\_

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER:  
SCG1507424

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations. The

following is added to Paragraph 8. **Transfer Of**

#### **Rights Of Recovery Against Others To Us of Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER:

SCG1507424

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WNTB, Inc.



CALIFORNIA STATE TRANSPORTATION AGENCY

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

02/08/2024



WOMEN TRUCK BROKERS INC  
 7093 WEST BELMONT AVENUE  
 FRESNO, CA 93723

 <b>MOTOR CARRIER PERMIT</b>	
<b>DEPARTMENT OF MOTOR VEHICLES</b> Registration Operations Division P.O. BOX 932370 Sacramento, CA. 94232-3700	
<b>WOMEN TRUCK BROKERS INC</b> 7093 WEST BELMONT AVENUE FRESNO, CA 93723	
<b>Valid From:</b> 03/01/2024	<b>Valid Through:</b> 02/28/2025
<b>CA#:</b> 0493677	
The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification:	
<div style="text-align: center;">  <p><b>For Hire Full Year Corporation</b></p> </div>	
<b>Pmt Date:</b> 02/07/2024	<b>Office #:</b> 154
<b>Account #:</b> 668937	<b>Tech ID:</b> R3
<b>Sequence #:</b> 0019	<b>Amnt Paid:</b> \$2,722.00

**!!!IMPORTANT REMINDERS!!!**

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at [www.dmv.ca.gov](http://www.dmv.ca.gov) or receive further information by calling: (916) 657-8153.

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



## Exhibit E

### **Self-Dealing Transaction Disclosure Form**

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

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

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

#### **Instructions**

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit E

**(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**

Exhibit E

Corporations Code § 5233 (a)

(5) Authorized Signature

Signature:

Date: