



# **NORTH COUNTY TRANSIT DISTRICT**

**810 Mission Avenue  
Oceanside, CA 92054**

**CONTRACTS & PROCUREMENT DEPARTMENT**

# NORTH COUNTY TRANSIT DISTRICT CONTRACTS & PROCUREMENT DEPARTMENT

## 1. CONTACT INFORMATION

### Larry Frum

MANAGER CONTRACTS & PROCUREMENT

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E-mail: [L.Frum@nctd.org](mailto:L.Frum@nctd.org)

### Ramona Edwards

Sr. Contract Administrator

Tel: (760) 967-2826

e-mail: [REdwards@nctd.org](mailto:REdwards@nctd.org)

Formal Solicitations: Construction, Services,  
Support of Sprinter Project

### Mindy Smith

Contracts Administrator

Tel: (760) 967-2834

e-mail: [MSmith@nctd.org](mailto:MSmith@nctd.org)

Formal Solicitations: IT Equipment,  
Engineering Services, Construction,  
Services, Support of Sprinter Project

### Janet Bessent

Buyer II

Tel: (760) 966-6592

e-mail: [JBessent@nctd.org](mailto:JBessent@nctd.org)

Small Purchases: Bus Parts, Fuel, Equipment, Materials,  
Services, Blanket Orders, Master Agreements

Coaster Operations

TransitAmerica

1 Coaster Way

Camp Pendleton, CA 92055

Tel: (760) 430-0770, ext. 3009

## 2.History/ General Information

### WHO IS NCTD:

- THE OPERATING ARM OF NORTH SAN DIEGO COUNTY TRANSIT DEVELOPMENT BOARD WHICH WAS CREATED BY THE CALIFORNIA LEGISLATURE ON JULY 1, 1976.

### WHAT SERVICE DOES NCTD PROVIDE:

- **PUBLIC TRANSPORTATION** FOR NORTH SAN DIEGO COUNTY AND COASTAL SAN DIEGO COUNTY
- **FIXED ROUTE (BUS) SERVICE:** 165 BUSES, 2 MAINTENANCE FACILITIES.
- **"COASTER" EXPRESS RAIL SERVICE:** 5 LOCOMOTIVES, 21 PASSENGER CARS , 1 MAINTENANCE FACILITY
- CONTRACT VAN SERVICE FOR FALLBROOK, RAMONA, VISTA (FAST) AND ADA SERVICE (LIFT).

### WHERE IS NCTD'S AREA OF OPERATION:

- **FIXED ROUTE SERVICE** FROM ORANGE/RIVERSIDE COUNTY LINE SOUTH TO RANCHO **BERNARDO**/LAJOLLA (UTC AREA).
- **COASTER SERVICE** FROM OCEANSIDE TO SAN DIEGO.
- **SPRINTER SERVICE (December 2007)** FROM OTC to ETC

### WHEN DOES THE SERVICE OPERATE

- **FIXED ROUTE SERVICE:** 24 HOURS PER DAY, 365 DAYS/YEAR.
- **COASTER SERVICE:** DAILY SERVICE, MONDAY THROUGH SATURDAY, YEAR ROUND.
- **SPRINTER:** DAILY SERVICE 6:00 a.m. to MIDNIGHT

### HOW IS THE DISTRICT FUNDED

- FEDERAL, STATE, AND LOCAL FINANCIAL ASSISTANCE (GRANT AND OTHER FUNDING) FAREBOX RECEIPTS.

## **3. TYPES OF PROCUREMENT**

### **30 CATEGORIES OF GOODS AND SERVICES**

(SEE SERVICES/PRODUCTS DESCRIPTION)

**SMALL PURCHASES:** GOODS AND SERVICES TOTALING  
< \$100,000.00

**BLANKET PURCHASE ORDERS:** FOR FREQUENT  
PURCHASES WHOSE TOTAL IS < \$10,000 PER YEAR

### **FORMAL SOLICITATIONS >\$100,000.00**

**INVITATION FOR BID (IFB):** PUBLICLY SOLICITED  
COMPETITIVE SEALED BIDS. AWARDED TO LOWEST  
**RESPONSIVE, RESPONSIBLE BIDDER.**

**REQUEST FOR PROPOSAL (RFP):** AWARD IS BASED ON  
DEFINED EVALUATION FACTORS FOR SCORING  
PROPOSALS. COMMONLY CALLED A NEGOTIATED  
PROCUREMENT

# **4. PROCUREMENT PROCESS**

## **SMALL PURCHASE PROCEDURES**

- THE PRIMARY BIDDER SOURCE FOR SOLICITATIONS IS KNOWLEDGE OF MARKETPLACE.
- INFORMAL SOLICITATIONS (CAPITAL AND NON-CAPITAL). PURCHASING OBTAINS COMPETITIVE QUOTES OVER THE PHONE/FAX FROM VENDORS OR BY RFQ (REQUEST FOR QUOTE) INFORMAL PROCESS.
- PURCHASE ORDER OR CONTRACT IS ISSUED TO LOWEST PRICED RESPONSIVE/RESPONSIBLE BIDDER.

## **FORMAL SOLICITATIONS**

- FORMAL SOLICITATIONS ARE PUBLICLY ADVERTISED THROUGH PUBLIC NOTICES IN THE SAN DIEGO DAILY TRANSCRIPT. A "NOTICE TO BIDDERS/OFFERRORS" IS SENT TO ALL FIRMS REGISTERED WITH THE DISTRICT IN THE APPROPRIATE CODE.
- THE IFB OR RFP DOCUMENTS ARE SENT TO ALL BIDDERS/OFFERERS WHO RESPOND TO PUBLIC ADVERTISEMENTS OR THE "NOTICE TO BIDDERS/OFFERORS" PRIMARILY BY EMAIL, BUT DEPENDING ON THE SIZE OF THE DOCUMENT, BY CD.
- AFTER BID/PROPOSAL PROCESS IS COMPLETED, BOARD APPROVES AWARD AND A CONTRACT IS EXECUTED.
- ALL FORMAL SOLICITATIONS REQUIRE BOARD APPROVAL.

## **5. RECOMMENDATIONS FOR NEW WORK**

- VIEW NCTD'S WEBSITE AT [www.gonctd.com](http://www.gonctd.com)
  - Click on "About NCTD", then "Departments", then "Contracts & Procurement", then "Project Opportunities"
- FOLLOW PUBLIC NOTICES IN:
  - SAN DIEGO DAILY TRANSCRIPT
- SEARCH THESE WEB SITES FOR NCTD LISTINGS AND OTHER GOVERNMENT WORK:
  - [www.bidline.com](http://www.bidline.com)
  - [www.govcon.com](http://www.govcon.com)
  - <http://cbdnet.gpo.gov>
- KEEP IN TOUCH WITH THE SAN DIEGO CONTRACTING OPPORTUNITIES CENTER (COC) (619) 285-7020

## **RECOMMENDATIONS FOR NEW WORK (cont.)**

- KEEP YOUR COMPANY STATE CONTRACTOR LICENSE OR BUSINESS LICENSE CURRENT.
- CONSIDER ATTENDING PRE-BID AND PRE-PROPOSAL PUBLIC MEETINGS CONCERNING WORK/SERVICES IN WHICH YOUR COMPANY COULD OFFER QUOTES TO THE PROSPECTIVE PRIME CONTRACTOR.
- KEEP YOUR COMPANY EXPERIENCE RECORD UPDATED WITH "PREVIOUS CUSTOMERS" POINT OF CONTACT IDENTIFIED.
- MAINTAIN A GOOD BUSINESS RELATIONSHIP WITH AN INSURANCE COMPANY, BONDING COMPANY, AND A BANK.
- HAVE SOMEONE IN YOUR COMPANY ALWAYS INVOLVED IN LOOKING FOR YOUR NEXT JOB.



## Contracts & Procurement Department

### Standard Requirements For Contracted Labor and Services

#### I. INSURANCE

##### A. Commercial General Liability

1. The Contractor shall take out and maintain, during the performance of all work under this agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to NCTD.
2. Coverage for Commercial General Liability insurance shall be at least as broad as the following:
  - a) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
3. Commercial General Liability Insurance must include coverage for the following:
  - a) Bodily Injury and Property Damage
  - b) Personal Injury/Advertising Injury
  - c) Premises/Operations Liability
  - d) Products/Completed Operations Liability
  - e) Aggregate Limits that Apply per Project
  - f) Explosion, Collapse and Underground (UCX) exclusion deleted
  - g) Contractual Liability with respect to this Contract
  - h) Broad Form Property Damage
  - i) Independent Contractors Coverage
4. All such policies shall name the North San Diego County Transit Development Board, the board and each member of the board, its officers, employees, agents and NCTD designated volunteers as Additional Insureds under the policy.
5. The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by NCTD.

##### B. Automobile Liability

1. At all times during the performance of the work under this agreement the Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to NCTD.
2. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 000 1 (ed. 6/92) covering automobile liability, Code I (any auto).
3. The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by NCTD.
4. All such policies shall name the North San Diego County Transit Development Board, the board and each member of the board, its officers, employees, agents and designated volunteers as Additional Insureds under the policies.

##### C. Workers' Compensation/Employer's Liability

1. At all times during the performance of the work under this agreement and for 24 months following the date of Project completion and acceptance by NCTD, the Contractor shall maintain workers'

compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.

2. Such insurance shall include an insurer's Waiver of Subrogation in favor of NCTD and will be in a form and with insurance companies acceptable to NCTD.
3. If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by NCTD.
4. Before beginning work, the Contractor shall furnish to NCTD satisfactory proof that he/she has taken out for the period covered by the work under this agreement, full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof Contractor shall require all sub-Contractors to obtain and maintain, for the period covered by the work under this agreement, worker's compensation of the same type and limits as specified in this Section.

D. Railroad Protective Liability

1. In the event any work performed is within the 50' Railroad Right-Of-Way, Contractor will provide the Board with a policy of insurance companies acceptable to the Board, that includes coverage as follows:
  - a) Named Insured: NORTH COUNTY TRANSIT DISTRICT (NCTD OR BOARD); SAN DIEGO NORTHERN RAILWAY, (SDNR); SAN DIEGO METROPOLITAN TRANSIT DEVELOPMENT BOARD, (MTDB); SAN DIEGO TROLLEY, INC., (SDTE); TRANSITAMERICA SERVICES, INC. (TASI); NATIONAL PASSENGER RAILROAD CORPORATION (AMTRAK); BURLINGTON NORTHERN SANTA FE RAILROAD (BNSF); their Directors, Officers, Agents and Employees, as Additional Insured as their Interests may appear.
  - b) Term: Same as the Contract Term.
  - c) The Contractor shall be listed as the covered Contractor with Automatic Coverage included for Contractor's sub-contractors.
  - d) COVERED PROJECT: As described in this Contract.

E. Minimum Policy Limits Required

1. The following insurance limits are required for the Contract:

Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury and property damage
Workers' Compensation	Statutory Limits
Employer's Liability	\$2,000,000 per occurrence
Professional Liability (errors & omissions)	\$2,000,000 per claim
Railroad Protective Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate

F. Evidence Required

1. Prior to execution of the agreement, the Contractor shall file with NCTD evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent). All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the

insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

G. Policy Provisions Required

1. All policies shall contain a provision for 30 days advance written notice by the insurer(s) to NCTD of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates.
2. All policies shall contain a provision stating that the Contractor's policies are primary insurance and that the insurance of NCTD or any named insureds shall not be called upon to contribute to any loss.

H. Qualifying Insurers

1. All policies required shall be issued by acceptable insurance companies, as determined by NCTD, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A-" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide.

I. Additional Insurance Provisions

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by NCTD, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this agreement, including but not limited to, the provisions concerning indemnification.
2. If at any time during the life of the agreement, the Contractor fails to maintain in full force any insurance required by the agreement documents NCTD may terminate the agreement.
3. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
4. NCTD may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.
5. Neither NCTD, nor the board, nor any member of the board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.
6. Insurance certificates shall be attached hereto as Exhibit \_\_\_.

II. INDEMNIFICATION

- A. Contractor agrees to protect, save, defend and hold harmless NCTD and its Board and each member of the Board, officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Contractor, Contractors agents, officers, employees, subcontractors, or independent Contractors hired by Contractor under this agreement. The only exception to Contractor's responsibility to protect, save, defend and hold harmless NCTD, is due to the sole negligence, willful misconduct or active negligence of NCTD. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

III. LICENSING REQUIREMENTS

- A. Contractor's State of California License Number and Classification is to be provided at time of quotation submittal.

IV. PREVAILING WAGES

The work described in the request for quotation documents falls into the category of public works construction projects for Federal and State requirements. The Contractor will be required to comply with all of the terms and conditions (including Federal and State General Prevailing Wage requirements) prescribed for Contractors performing public works construction projects. The latest General Prevailing Wage determinations for crafts associated with public works construction projects shall apply. In all instances where Federal and State Prevailing Wages for a given craft differ, the higher Prevailing Wage shall be paid. It shall be mandatory upon the Contractor and all sub-contractors to pay not less than the said specified rates to all workers employed by them in the performance of this Contract. Copies of the Prevailing Wage Rates are on file at the NCTD Contracts Department located at 810 Mission Avenue, Oceanside, CA and are available upon request.



# **NORTH COUNTY TRANSIT DISTRICT**

**810 Mission Avenue  
Oceanside, CA 92054  
Telephone: 760-967-2828  
Facsimile: 760-722-8087**

## **DISADVANTAGED BUSINESS ENTERPRISES (DBE) SERVICES**

- CERTIFICATION BY CALTRANS UCP AGENCIES REGISTERS YOUR FIRM ON A STATE-WIDE DATA BASE
- FOR CURRENT LIST OF CERTIFYING AGENCIES, VISIT [http://www.dot.ca.gov/hq/bep/Roster\\_of\\_Certifying\\_Agencies\\_09-16-03.doc](http://www.dot.ca.gov/hq/bep/Roster_of_Certifying_Agencies_09-16-03.doc)
- AS OF APRIL 2006, NCTD DOES NOT ESTABLISH A DBE GOAL FOR ANY PROCUREMENT. ALL PROCUREMENTS ARE "RACE NEUTRAL" IN ACCORDANCE WITH 49CFR PART 26.
- NO PREFERENCE IS GIVEN FOR ANY SMALL, DISADVANTAGED OR DISABLED VETERANS BUSINESSES DURING THE EVALUATION PROCESS.