



Special Education Student Transportation

Request for Proposals #386-19-20

**Purchasing Department
Fallbrook Union Elementary School District
321 Iowa Street, Fallbrook, CA 92028**

**Proposals Due: April 1, 2020
10:00 am**

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Proposal Form and Price Schedule
Certificate Regarding Worker's Compensation
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Fallbrook Union Elementary School District Special Education Student Transportation Needs

**NOTICE
REQUEST FOR PROPOSALS
Student Transportation – RFP #386-19-20**

NOTICE IS HEREBY GIVEN that the Fallbrook Union Elementary School District (“District”), acting by and through its Board of Education **will receive up to, but not later than 10:00 a.m. on April 1, 2020 sealed proposals for the award of contracts for the following:**

SPECIAL EDUCATION TRANSPORTATION SERVICES

RFP #386-19-20

Such proposals shall be delivered to Fallbrook Union Elementary School District, Attention: Melissa Lawrence, 321 Iowa Street, Fallbrook, CA 92028-2108, and shall be opened at the stated time and place. It is the sole responsibility of the proposer to ensure that the proposal is received by the District prior to the proposal opening deadline date and time. The District will not receive proposals after the time set for opening thereof and any late proposals will be deemed non-responsive and returned unopened.

RFP documents are available online at <https://www.fuesd.org/proposals/>.

Proposals may be submitted by U.S. Mail, hand-delivered or via overnight delivery service to the address specified above and shall include one (1) original and one (1) copy. The District will not accept any proposals or proposal modifications submitted by facsimile or electronic mail transmission.

Each proposal must conform and be responsive to this invitation, the Information for Proposers, the Specifications, and all other documents comprising the Contract.

Proposers must submit any questions or requests for interpretation of the Contract documents or correction thereof in writing to Melissa Lawrence, Accounting Specialist at mlawrence@fuesd.org. **no later than 12:00 p.m. on March 23, 2020.** The District shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

The District intends to award a contract to the highest scoring responsive and responsible proposer for the special education transportation services described above (“Contractor”).

The District reserves the right to reject any or all proposals, to accept or to reject any one or more items within a proposal, or to waive any irregularities or informalities in the proposals or in the proposal process.

Small, women-owned, minority-owned, and firms owned and controlled by disabled veterans and/or other disabled persons are encouraged to submit responses to this Notice to Proposers.

No proposer may withdraw his proposal for a period of sixty (60) days after the date set for the opening of proposals.

Schedule of Important Dates
Curb to Curb Student Transportations Services
RFP NO. 386-19-20

Dates of Advertisements	March 7, 2020 & March 14, 2020
Deadline for Requests for Clarification	March 23rd, 2020 – 12:00 pm
Deadline for District Issued Addenda	March 27th, 2020
Proposal Opening Date	April 1, 2020 – 10:00 am
Preliminary Notice of Intent to Award	April 6, 2020
Protest Period Ends	April 8, 2020
Agreement Submittal to District	April 10, 2020
Date of Board Meeting for Contract Award	May 4, 2020

INSTRUCTIONS FOR PROPOSERS

INTRODUCTION:

The Fallbrook Union Elementary School District seeks a school bus "Contractor" to provide special education transportation services. The District requires that the Contractor provide the management expertise, the necessary regular and standby drivers, vehicle mechanics, and driver training and safety personnel and all buses and special needs equipment. The Contractor shall be responsible for all costs associated with the operation of their vehicles.

Contractors responding to the RFP are notified that the number of buses and or vehicles required to provide transportation services may be increased or decreased as a result of the District's decision to adjust schedules and needs of the District. The information provided is based on the 2019/2020 school year and may vary depending on the various needs required by our students.

Contractors should examine all RFP documents, requirements, and specifications of the proposed agreement. Questions regarding conditions and specifications must be submitted in writing to Melissa Lawrence at mlawrence@fuesd.org by 12:00 pm on March 23rd, 2020. All questions and answers will be posted on <https://www.fuesd.org/proposals/>.

CONDITIONS:

1. FORMS. Proposals shall be made upon the form as provided by the Fallbrook Union Elementary School District Purchasing Agent and properly executed. Proposal shall be written in ink or by typewriter before submission. Proposal's are to be verified, as they cannot be corrected after proposals are opened. The signature of all persons signing shall be in longhand. The completed form shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered. Before submitting a proposal, proposers shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall insure that unit cost and total cost is reflected in the proposal. No allowance will be made because of lack of such examination or knowledge. Any proposal received after the scheduled closing time for receipt of proposal's, shall be returned to the proposer unopened.
2. NAME OF COMPANY. Proposers shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Proposal's must be submitted under the correct name of the company and signed by an authorized representative of the firm.
3. ASSIGNMENT OF CONTRACT. No assignment by the Contractor of any contract to be entered into hereunder or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the District unless such

assignment has had the prior written approval of the District. It is unacceptable to the District for the contractor to subcontract any portion of the transportation routes. The Contract shall not be, in whole or part, subcontracted by Contractor to any entity. The Contract shall be awarded to one sole Contractor.

4. PRICES. All proposal prices shall include separate quotations for each item or unit specified. Prices shall be calculated when submitted. Prices must be typewritten or in ink, and no tax shall be included in the prices quoted. Prior to proposal opening, corrections may be inserted; however, changes must be initialed, in ink, by the person signing the proposal or by his authorized representative.

Proposal prices are to be submitted per vehicle, per day for 6 hours. Separate proposal prices for hours in excess of the base are to be submitted as indicated on the forms attached. The forms may not be altered. The number of vehicles required at the start of the Contract may be more or less than current service levels. Rates for service shall be calculated portal to portal, inclusive of pre trip and post trip.

A list of pupils, individual needs, school bell times, and addresses are attached. This information is based on 2019-2020 data. The number of vehicles required at the start of the Contract may be more or less than current service levels. Please provide type/capacity and number of vehicles required so that your proposal estimates would service the needs of the current year students.

5. TAXES. The District shall not be responsible for any taxes with the exception of sales or use taxes where applicable. Applicable taxes shall be added by the proposer to his invoice(s), and shall not be included in the proposal.
6. PROPOSER SECURITY. Not required
7. ADDENDA OR BULLETINS. Any addenda or bulletins issued by the District during the time of bidding or forming a part of the documents issued to the proposer for the preparation of the proposal shall be covered in the proposal and shall be made a part of the Contract.
8. WITHDRAWAL OF PROPOSALS. Any proposer may withdraw his proposal, either personally or by a written request, at any time prior to the scheduled time for opening of the proposals, but not after.
9. OPENING OF Proposal. Proposal's will not be opened publicly. Proposal's shall be enclosed in a sealed envelope which bears the description of the Proposal number, the name of the proposer, and date. **It is the sole responsibility of the proposer to see that the proposal is received by the District by 10:00 am on April**

1, 2020. Any proposal received after the scheduled closing time for receipt of proposals shall be returned to the proposer unopened.

10. **AWARD CRITERIA AND REJECTION OF PROPOSALS.** The District reserves the right to award the Contract to the highest scoring responsive and responsible proposer best meeting specifications and proposal requirements, as evaluated and scored based on the two factors described below.

A. Price (60 points available)

Calculated per bus for a (6) six-hour day, as stated in the Proposal Form. All expenses incurred by the proposer should be included in the prices quoted– excluding sales tax. No additional charges, such as fuel surcharges, will be paid if invoiced later.

B. Ability to Provide Services (40 points available)

Overall ability of a proposer to provide the requested services for the District. This involves evaluating criteria such as, but not limited to:

- ❖ Experience of Proposer in providing student transportation services in general, and specifically to Special Education students
- ❖ Management Capability
- ❖ Financial Condition
- ❖ Commitment to Alternative-Fueled Buses and Emissions Control
- ❖ Safety Program
- ❖ Training Program
- ❖ Equipment and Vehicle Maintenance Program
- ❖ Vehicle Fleet Age & Condition
- ❖ Location of Transportation Facility to service this Contract
- ❖ References

The final score on this item will be determined holistically by looking at the proposer's total ability to provide the services, in the District's sole discretion.

The District shall take into account the performance of the proposer with respect to any recent contract(s) with the District and other school districts. The Governing Board, however, reserves the right to reject any one or all proposals, to waive informalities in the proposals to judge the merit and qualifications of the material, equipment, and services offered, and to accept whatever proposal is deemed to be the best scoring proposal meeting all the criteria specified in the RFP. The District will independently evaluate all proposals and individually issue any awards or rejections.

11. **WITHDRAWAL OF PROPOSALS AFTER OPENING.** No proposer may withdraw their proposal for a period of sixty (60) days after the dated set for the opening thereof.

12. AGREEMENT. The form of agreement, which the successful proposer, as Contractor, will be required to execute, is included in the contract documents and should be carefully examined by the proposer. The Agreement will be executed in two (2) original counterparts. The complete "Contract" consists of the following documents: Notice to Proposers, Schedule of Important Dates, Instructions for Proposers, including Introduction, Conditions and Special Conditions, Proposal Form and Price Schedule, Certificate Regarding Worker's Compensation, Certificate Regarding Criminal Record, Non-Collusion Affidavit, Certificate Regarding Tobacco Use, References, Agreement and Specifications including all addenda or bulletins. All of the above documents are intended to cooperate and to be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and installation of all items called for in the Contract.
13. INTERPRETATION OF DOCUMENTS. If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed Contract documents, or finds discrepancies in, or omissions from the specifications, such questions must be submitted in writing to Melissa Lawrence at mlawrence@fuesd.org by no later than **12:00 PM on March 23, 2020**, to request an interpretation or correction thereof. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by said district and a copy of such Addendum will be posted on the district website. The district will not be responsible for any other explanation or interpretation of the proposed documents.
14. PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL. No person, firm, or corporation shall be allowed to make or file or be interested in more than one proposal for the same work, unless alternate proposals are called for. A person, firm, or corporation submitting a sub-proposal to a proposer, or who has quoted prices on materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers.
15. DEMONSTRATIONS. If the District considers a need, proposers shall be required to arrange demonstrations of items or services proposal. Failure to be able to provide such working demonstration may disqualify the proposer's proposal submittal. Unless otherwise required by the District, proposers shall be required to provide the requested demonstrations at the District's facility. All demonstrations shall be provided free of charge to the district.
16. EQUAL PROPOSALS. When proposals are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.

17. LIQUIDATED DAMAGES. The Fallbrook Union Elementary School District shall hold the successful proposer liable and responsible for all damages that may be sustained because of his failure to comply with any conditions herein. If the successful proposer fails to furnish or deliver any material, supplies, equipment or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the Fallbrook Union Elementary School District may purchase the items herein specified elsewhere, without notice to the successful proposer. Additional costs accrued by the District through this purchase may be deducted from unpaid invoices or must be paid to District by the successful proposer. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. When, in the opinion of the District, the Contractor, at anytime during the period of this Contract, fails to perform satisfactorily the work required under this Contract, or otherwise fails to comply with the terms of this Contract the District may:

- a. Deduct applicable liquidated damages as specified in the Contract for the service in fault and pay the remaining balance due to the Contractor or
- b. Withhold progress payments or end of the month payments or both. Said payments may be withheld until the Contractor satisfies the District that service was rendered and satisfactory to the Contract.

Late service is defined as service provided that is more than fifteen (15) minutes in excess of the scheduled time.

The District reserves the right to assess against the Contractor as liquidated damages a sum for late service. This sum shall not exceed sixty percent (60%) of the full charge for the assigned trip(s). It is computed at the rate of one percent (1%) per minute of full charge. If the Contractor is late in excess of forty-five (45) minutes of departure schedule, the District may, without further notice, rescind the Contract and secure the service elsewhere and assess the full charge for the assigned trip as liquidated damages.

The District reserves the right to suspend a Contractor for a period of (3) three months, with a maximum suspension of six (6) months for excessive equipment failure and/or breakdown.

Contractor will be liable for the difference of the cost of such substitute transportation over the Contract price and any other pecuniary damage that might reasonably be expected to result from Contractor's non-performance.

In any event that the Contractor fails to furnish transportation when requested under the terms of this Contract, the Contractor will be liable for any

pecuniary loss suffered by the District as a result of Contractor's non-performance which reasonably can be expected to flow from Contractor's non-performance including but not limited to the cost above the Contract price of obtaining or furnishing substitute transportation. In the event substitute transportation is furnished by the District, the Contractor agrees to be liable for the wages of the District employee(s) used in furnishing such substitute transportation and a reasonable rental value of the District vehicles used plus gas and oil if not included in the rental value and any other loss suffered by the District as a result of the Contractor's non-performance.

18. RESTRICTED PROPOSAL. Only those companies fully licensed, equipped and experienced in the work being performed, with skilled personnel immediately available, able to obtain necessary components immediately, shall be considered qualified proposers for this contract.
19. PUBLIC LIABILITY AND PROPERTY INSURANCE. Successful Proposer shall maintain, during the life of this Contract, Public Liability and Property Damage Insurance to protect themselves and the District from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations of this Contract. The minimum amounts of such insurance shall be as hereinafter set forth. Successful Proposers will be required to furnish certificates of insurance for liability and worker's compensation prior to start of work. If a renewal occurs during the life of the Contract, Contractor must submit new certificate(s) prior to expiration of current policy. The policy period shall be continuous through the term of the agreement.

Such insurance to be carried in any insurance company authorized to transact the business of such insurance in the State of California. This insurance may not be canceled without giving the District at least thirty (30) days notice. Lapse of insurance coverage or failure to furnish proof of such coverage, as required by this Contract, is a material breach of this Contract.

Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owner and non-owner): Not less than **\$5,000,000.00** combined single limit or **\$1,000,000.00** per person, **\$5,000,000.00** per accident.

Property Damage Liability Insurance including auto (both owned and non-owned): Not less than **\$5,000,000.00** per loss.

Insurance certificate(s) must name Fallbrook Union Elementary School District as an additional insured.

Certificate(s) are to be submitted by the successful proposer prior to start of work.

20. **SEXUAL MISCONDUCT INSURANCE.** Contractor will provide coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than **\$3,000,000.00** per wrongful act and **\$3,000,000.00** aggregate.
21. **CYBER LIABILITY INSURANCE.** Cyber Liability Insurance, with limits not less than **\$1,000,000.00** per occurrence or claim, **\$1,000,000.00** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties.
22. **TERM OF AGREEMENT.** The period of the performance under this Contract will be for twelve (12) months from the date of Board Approval. The term of this agreement may be extended by up to four (4) additional (1) year increments, which the District may exercise at its sole discretion. Request for price increase/decrease must be negotiated sixty (60) days before Contract renewal date.
23. **CONTRACT RENEWALS.** If mutually agreeable, the District reserves the right to renew the Contract annually. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original Contract having been met to the satisfaction of the District. Satisfactory service being rendered by the holder of the Contract will be an influencing factor to the District in exercising this renewal option. Such renewal will be made by notifying the Contractor, in writing, thirty (30) days prior to the expiration of the Contract.
24. **HOLD-HARMLESS CLAUSE.** Proposer shall indemnify and hold the District, its officers, agents, and employees harmless from and against any and all loss, liability and expense (including attorney's fees) or any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent of any copyrighted invention, article or appliance furnished or used under this quotation.
25. **TOBACCO-FREE DISTRICT.** The Fallbrook Union Elementary School District has been designated as tobacco-free Districts. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles.

26. INDEPENDENT CONTRACTOR STATUS. The District shall view the legal position of the proposer as an "independent contractor" and that all persons employed by the proposer to furnish services are employees, agents or officers of the proposer and not of the District. The District shall not be liable for any of the Contractor's acts or omissions performed under the contract to which the proposer is party. The proposer will complete IRS form W-9 providing taxpayer identification number and also indicate whether the proposer is a corporation, sole-proprietor, partnership, individual, etc. The form must be on file with the District within sixty (60) days from the date for the Contract start date.

Contractor certifies that it shall not subcontract any of the services provided in accordance with this Contract and shall indemnify and hold harmless the District, its governing board, trustees, officers, agents, representatives, employees and volunteers from all employment related claims arising out of the employment relationship between the District and Proposer or its sub-contractors or employees, including claims of misclassification under Labor Code section 2750.3.

27. TERMINATION: The Contract may be terminated by the District without cause upon thirty (30) days written notice to the Transportation Operator. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this Contract.

28. FILING OF PROTESTS: A proposer may protest an award if he/she believes that the award is not in compliance with law, Board policy, or the specification. The procedure must be followed by any proposer who believes an award recommendation is not within the published specifications and Contract language.

1. A protest on a proposal must be filed in writing with the Purchasing Agent within two (2) days after receipt of the bid summary.

2. Only those proposers who submitted a proposal will be allowed to protest an award.

3. The Purchasing Agent will respond in writing to the protest outlining the District's decision regarding the protest.

4. If the proposer is unsatisfied with the written response, the proposer must request, in writing, a formal request for the Purchasing Agent to convene a meeting to attempt to resolve the problem.

5. In the event the protest is not resolved, the protest will be referred to the Associate Superintendent of Business Services.

6. Should the protest not be resolved at this level, it shall be referred to the Board, along with all documentation and correspondence regarding the protest and the responses at each level.

7. The Board will not act upon a protest until each of the proceeding steps have been exhausted. The Board's decision shall be final.

The procedure and time limits set forth in this section are mandatory and are the proposers' sole and exclusive remedy in the event of protest. By submitting a proposal each proposer agrees that failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or other legal proceeding.

29. FINGERPRINTING REQUIREMENTS. The District has determined under Education Code section 45125.1, subdivision (c) that in performing services pursuant to this agreement, Contractor's employees may have contact with pupils. As required under Education Code section 45125.1, subdivision (a), Contractor shall require their employees who will provide services pursuant to the agreement to submit their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice together in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code section 45122.1. Contractor shall not permit any employee to perform services who may come in contact with pupils under this agreement until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1

Contractor shall certify in writing to the Governing Board of the District to the attention of Melissa Lawrence, Accounting Specialist, 321 Iowa St, Fallbrook, CA 92028, that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code section 45122.1. Contractor will provide a listing of employees who may come in contact with pupils

Contract shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by the Contractor's failure to comply with all of the requirements contained in Education Code section 45122.1, including but not limited to, the requirement prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.

SPECIAL CONDITIONS

1. ACCIDENT PROCEDURE FOR FALLBROOK UNION ELEMENARY SCHOOL DISTRICT. In case of an accident, it shall be the responsibility of the Contractor to first notify the California Highway Patrol, secondly notify the Transportation Department at 760-723-7075 then last; notify the Special Education Department at 760.731-5400 ext. 5412.

Failure of the driver to report an accident, breakdown or other service problem to the District shall be sufficient cause for termination of the driver. When applicable, Contractor shall provide legible reports from the California Highway Patrol or local police department as soon as they become available.

It shall be the responsibility of the Transportation Department to notify the District's Business Services Office.

Within twenty-four (24) hours after the accident, the Contractor shall furnish a written report of the accident to the Special Education Department.

2. VEHICLES: All vehicles being used under this RFP must be manufactured in 2010 or newer. The Contractor shall comply with all applicable laws, regulations, rules, policies, and rulings of state and federal environmental quality agencies related to the use, maintenance, and operation of vehicles at all times. The Contractor agrees that prior to each transportation the driver shall inspect vehicle carefully for defects, and remedy any defects before using said vehicle.
3. SUBMISSION OF DOCUMENTS BY SUCCESSFUL PROPOSER. Ten (10) working days from the notification by the District to the awarded Contractor are allowed for the successful proposer to submit additional data required in the proposal documents (i.e. proof of insurance, fingerprinting certification). It is believed this is sufficient time to fulfill the District's proposal requirements prior to the commencement of the Contract. If the successful proposer does not comply with the requirements, consideration must be given to the next lowest proposer.
4. DISPUTES. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Purchasing Agent. This decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessary to imply bad faith.

In connection with any dispute pending decision under this contract, the Contractor shall proceed diligently with the performance of the contract and in accordance with the performance of the contract and in accordance with the decision of the Purchasing Agent.

3. EVIDENCE OF REPOSIBILITY. Contractor's responses to questions included in the Questionnaire will be used to evaluate each contractor's capability to provide proper and satisfactory transportation services as required pursuant to the Request for Proposal Proposals. Upon request of the District, a contractor whose proposal is under consideration for award of contract may be required to submit additional information to support information previously provided. It is mandatory that contractors and subcontractors, if any, have at least five (5) years experience in providing pupil home-to-school transportation.
4. PAYMENTS AND INVOICING. Contractor shall invoice the District monthly, based on the pro-rated annual six-hour cost base incurred during the preceding month, along with any over-hour costs incurred within that time from. Invoices shall contain sufficient detail and explanation to clarify the dates upon which over-hour charges were incurred, as well as the specific times, origins and destinations (when applicable) associated with such services.

Invoices must be submitted no later than the 10th working day following the previous calendar month of service. All invoices must be sent to the Accounts Payable Department, 321 Iowa St, Fallbrook, CA 92028.

The District shall pay any and all undisputed portions of the received monthly invoices within thirty (30) days of receipt. The District shall notify Contractor of any disputed amounts as soon as reasonably possible.

5. NON-DISCRIMINATION. It is the policy of the District's Governing Board that in connection with all work performed under Contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735.
6. COMPLIANCE WITH LAWS. The contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the services in this proposal, and in particular, such laws pertaining to safety.

The Contractor shall comply with and observe all provision of the California Vehicle Code and all other applicable laws, and all rules and regulations prescribed by the State Board of Education of California, and other State agency and the Board of Trustees ("Board") of the Fallbrook Union Elementary School District ("District") relating to the transportation of pupils.

7. VEHICLES AND EQUIPMENT. All transportation vehicles utilized for this Contract must be equipped with operational air conditioning. The Contractor shall be responsible for supplying all special equipment including, but not limited to, car seats and harnesses.
8. RESPONSIBILITY FOR VEHICLES. The proposal shall be based on the premise that the District will not be responsible for financing, holding title to, or licensing vehicles.

Contractor shall maintain all equipment solely at their cost used in the transportation of students in accordance with laws and regulations of the State of California regarding school buses and transportation equipment, and such equipment shall be maintained in good mechanical order at all times to pass California Highway Patrol school bus inspection or vehicle inspection. All buses or vehicles shall be kept in clean and sanitary condition and open to examination by the District at all times.

Contractor shall submit a description of the equipment that he proposes to use in carrying out the services in this proposal, including model and capacity. Successful Contractor shall notify the District in writing within ten (10) days of any additions or deletions of equipment.

All work performed and all equipment used by proposers shall meet all applicable "Regulations and Laws Relating to Pupil Transportation in California" as published by the California State Department of Education. It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any transportations equipment owned by the Contractor fails at any time to comply in whole or in part, it shall be replaced by the Contractor without expense to the District and without claims for adjustment for compensation of any kind. Your signed proposal will be considered a declaration that such equipment does, in fact meet all safety regulations.

The Contractor agrees that each morning before any transportation equipment is used for transportation; the driver shall inspect it carefully for defects, and remedy any defects before using said vehicle.

9. DAYS OF SERVICE. The District will provide the awarded Contractor days of service per the District's 2020-2021 instructional calendars It is understood that an

additional calendar will be provided for the Summer School Schedule that will be available by May 2020.

10. PERSONNEL. Transportation vehicles shall not be operated by anyone other than a person holding the required license issued to him by the State, and holding a school bus driver's permit or C license issued to him by the State of California in conformance with applicable California law, including, but not limited to, Vehicle Code Section 12517 *et seq.* Drivers shall follow the normal and usual instructions and requirements of the Regional Superintendent and the District, and shall at all times comply with the motor vehicle laws of the State and all cities, villages, or other municipalities in which such vehicles may be operated and shall present such reports to aid the District as the District may request. All drivers are to be fully certified with all necessary license and credentials and have CPR, First Aid, and Crisis Intervention Training issued by an authorized agency. Documentation of such certifications must be provided to the District within 10 days of the award.

Drivers shall be permanently assigned to the same route whenever possible.

All personnel transporting special education students shall be given special training covering techniques for handling such students. If the District, determines that a driver is not qualified to perform the services required or is in violation of the general requirements, the District may request the Contractor remove such driver and provide a qualified replacement driver.

Driver may be required to assist in the loading and unloading of passengers as required or necessary. Drivers shall not use cell phones in vehicles while transporting assigned students. Drivers are however required to have a cell phone at all times to use only in case of an emergency.

The District requests that no music be played or that the driver will only play "child" appropriate music, approved by the District during transportation of the student/s.

Employees who are expected to come into contact with District students shall be free of active tuberculosis. This requirement shall be consistent with the requirements for school employees as specified in California Education Code Section 49406. Transportation Operator shall establish and maintain a record-keeping system to ensure that each driver meets this requirement. This system shall be available for review by the District.

The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor. The District shall have the right to request dismissal from District routes of any driver who in their opinion is not suitable to operate transportation vehicles.

The Contractor shall underwrite all costs incurred to provide qualified drivers. Such costs shall include all training, physical examinations, license and permit fees, Department of Justice clearance fees, recruitment and any other related fees.

11. SAFETY. The Contractor must assist and participate with the District in providing safety programs as needed for the students. All bus routes, bus stops, operation of vehicles and driver activities must be conducted with the safety of the students as the prime concern. All students must be seated as provided for in the Education Code. The driver must continually monitor the behavior of all students to ensure that safe riding procedures are being followed. If not, the District must be notified immediately. Driver may be required to assist in the loading and unloading of pupils. The Contractor agrees the school administrators may, from time to time, ride a bus or other contracted vehicle or otherwise observe the general operation of the service.

12. USE AND HANDLING OF CONFIDENTIAL RECORDS AND INFORMATION. To the extent Confidential Materials, as this term is defined in this section, below, are provided to Contractor for its performance of the Contract, Contractor and its officers, employees and agents shall: (1) protect the confidentiality and maintain the security of the Confidential Materials; (2) not release, disseminate, or publish the Confidential Materials, except as required by law or a court order, as may be permitted under this Contract, or as the District may authorize in writing; (3) not use the Confidential Materials for any purpose not related to the performance of this Contract; and (4) protect all Confidential Materials, including those materials saved or stored in an electronic form, by adequate security measures to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. "Confidential Materials" shall mean all documents and information that federal and/or California laws prohibit from being disclosed, or that are subject to privacy or other legal protections, including but not limited to, student and employee records and information. The obligations of this section shall survive the termination of this Contract.

13. ROUTES AND SCHEDULES. District and Contractor shall coordinate the development of all routing. The District shall have the ability to add or delete students from the transportation route throughout the Contract period without penalty to the District. All schedules shall be in keeping with safety to school children so as to deliver students within a reasonable time (approximately 15 minutes) prior to the start of school and so as to deliver them to their respective stops within a reasonable time (approximately 60 minutes) after the final loading of the vehicle.

The District shall furnish the Contractor with a list of students to be transported, their pickup addresses, school assignments, transportation-related needs and/or disabilities, and opening and closing times of their classes at least two weeks, when possible, prior to required service.

The District shall supply changes or additions to the list of students to be transported by the Contractor and the Contractor shall implement such changes or additions within one (1) week after being notified.

Drivers shall notify the District's dispatcher whenever it appears that they will be ten (10) minutes or more behind the scheduled time in arriving at their destination. The District's designee will be responsible for notifying impacted schools and/or parents.

14. U.S. MARINE CORPS BASE - CAMP PENDLETON ACCESS. Fallbrook Union Elementary School District has two (2) schools located on the premises of the U.S. Marine Corps Base, Camp Pendleton. The District requires that the awarded Contractor will have security clearance to access Camp Pendleton to transport children off and on of the Military Base to their respective schools. The District will assist the awarded Contractor with gaining Military Base access with a letter stating that Contractor in transporting students on behalf of District. It is the Contractor's responsibility to adhere to the requirements of the Military Base to gain access. If the successful proposer does not comply with the requirements, consideration must be given to the next lowest proposer.
15. PROCEDURES FOR OPERATION OF VEHICLES WHEN ATMOSPHERIC CONDITIONS REDUCE VISIBILITY TO 200 FEET OR LESS: In the event that a driver is performing services under the Contract and encounters reduced visibility that in their opinion causes it to be unsafe for continued driving, the driver has the responsibility to pull the vehicle over in a safe location, and wait until conditions improve to continue driving. Drivers shall notify or cause to be notified the District Transportation Department as soon as possible. This will allow the District to notify the affected school sites or parents of the delay.
16. REQUIRED RECORDS. The Contractor shall maintain complete and accurate records of all trips provided and all miles traveled, all disciplinary actions, and such other reports the District may request and/or such other reports, which may be required under all applicable laws.
17. INSPECTION REPORTS. Prior to the starting date of the Contract, the Transportation Operator must furnish the District proof in the form of school bus inspection reports or SPAB reports that all buses and coaches/vehicles used to transport students have been inspected by the California Highway Patrol and meet all rules and regulations of the California Vehicle Code, California Education Code, and the California Department of Education for school buses if applicable. All students must be seated as provided for in the Education Code.

Transportation Operator agrees to maintain a satisfactory Motor Carrier rating with the California Highway Patrol. Failure to maintain this rating shall be justification for immediate exclusion from the Agreement. Transportation Operator must furnish proof of this rating with submission of proposal documents.

Preceding paragraph does not apply to motor vehicles subject to and meeting all of the requirements of the Public Utilities Commission, operated by carriers Operating under the jurisdiction of the Public Utilities Commission as provided for in Education Code Section 39830.

District reserves the right to physically inspect carrier's vehicles, drivers, records, licenses, and carrier's terminal facilities.

18. **SUSPENSION BY THE DISTRICT:** The District's Director of Transportation reserves the right to suspend a Contractor for excessive equipment failure and/or breakdowns, excessive trip refusals, and if any certifications are expired or non-existent.
19. **INSPECTION FO CONTRACTOR FACILITY:** The District reserves the right to visit the Contractor's properties and inspect driver records, vehicle records, and the vehicle shop at any time prior to award of the Contract or during any term.
20. **SCOPE OF WORK:** To furnish home-to-school transportation to special needs pupils and equipment between the schools of the Fallbrook Union Elementary School District or from home to other locations as designated by the Fallbrook Union Elementary School District, as indicated on the Contract, for the twelve (12) month term.

Request for transportation will be made only by the Transportation Department of the Fallbrook Union Elementary School District and no other departments within the District. If a Contractor honors a run request without the above procedure, the Contractor accepts all responsibilities and the District is in no way obligated to honor the trip or any responsibilities as requested.

21. **QUALIFIED CONTRACTORS.** Contractors providing a proposal must meet the following criteria:
 - a. Must be located within thirty (30) miles to the Fallbrook Union Elementary School District.
 - b. Must have been in business in California and operated pupil transportation vehicles in California for the past five (5) years.
 - c. Must have all drivers and personnel that come into contact with children fingerprinted pursuant to Education Code section 45125.2.
 - d. Must gain access to USMC, Camp Pendleton to transport District's student's off and on the Military Base.

**Proposal – 386-19-20
PROPOSAL FORM**

**STUDENT TRANSPORTATION SERVICES
Fallbrook Union Elementary School District**

Cover Letter

Each proposal should include a cover letter introducing the Contractor. The cover letter should include:

- Identification of core team
- Names of contact person, phone number and fax number
- Summary of Contractor's history and projects most relevant to the District's project

Company Overview

This information should be completed in full and submitted with Contractor's proposal.

Company Name Mailing Address:

Company Phone No: ()

Company Fax: ()

Contact Name:

Contact's Title:

Date:

Signature:

Qualifications of Proposer

Responses shall demonstrate the Contractor's overview of the project and indicate the project's complexity as well as the Contractor's ability to resolve inherent project problems. All work proposed to be completed by the Contractor must be clearly outlined. If any of the work is being wholly or partially fulfilled by stated subcontractor(s), it must be noted in the proposal response.

Contractor's Background

Contractor must provide a company profile. Information provided should include:

- Company ownership: If incorporated, the state in which the company is incorporated and the month/date of incorporation
- Location of the company offices, local and headquarters, if different
- Number of employees both locally and nationally
- Location(s) from which employees will be assigned
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP
- Company background/history
- Why Contractor is qualified to provide the services described in this RFP
- Length of time Contractor has been providing services described in this RFP
- Resumes and/or job descriptions of key staff responsible for performance of any contract resulting from this RFP
- Complete disclosure of:

Fallbrook Union Elementary School District
**PRICE SCHEDULE— STUDENT TRANSPORTATION (6 HOUR BASE)
 FOR CONTRACTOR-OWNED VEHICLES**

Type of Vehicle or Bus	Capacity of Vehicle or Bus	No. of Operating Days	Six-hour base price	Price per hour over base	Annual Cost

TOTAL ANNUAL COST: _____

- District may add or reduce the number of vehicle or bus needed with five days written notice
- Over hours are to be billed in fifteen-minute increments
- Number of Vehicles to be determined by bell times/student count provided

 Company Name

 Signature of Authorized Agent

 Street Address

 Business Telephone Number

 City, State and Zip Code

 Date Signed

WORKER'S COMPENSATION CERTIFICATE

(To be executed by Proposer and submitted with proposal)

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall sign and submit the following certificate with the written proposal:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any work under a contact with the District."

Company

Authorized Officer or Agent

Date

CRIMINAL RECORDS CHECK CERTIFICATION

To the Board of Education of Fallbrook Union Elementary School District:

I, _____ (name of Transportation Operator's authorized representative) certify that:

1. I have carefully read and understand California Education Code Section 45125.1 applies to contracts for the provision of transportation services to the District. Section 45125.1 requires that individuals who will come into contact with pupils of a school district must be fingerprinted and their fingerprint cards must be submitted to the California Department of Justice ("CDOJ") and Federal Bureau of Investigation ("FBI") for a criminal records check. No such individual with a record of conviction for a serious or violent felony may be assigned to perform services which will place them in contact with pupils without the prior written approval of the District. This certification does not grant such approval.

2. Due to the nature of the work _____ will be performing for the District; company employees may have contact with students of the District.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the CDOJ and FBI.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____ (date).

Signature

Typed or Printed Name

Title

Company Name

Address

Telephone

E-Mail Address

NON-COLLUSION DECLARATION

_____, declares that he or she is _____ of _____, the party making the foregoing bid, and affirms that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true and correct; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

TOBACCO-FREE SCHOOL CERTIFICATION

The Fallbrook Union Elementary School District Governing Board recognizes the health hazards related to the use of tobacco and tobacco products, including the breathing of second-hand smoke and desires to provide a healthy environment for students and staff.

Therefore, the Board, in the best interests of the District, its students, and its employees, and in accordance with State and Federal laws, requires the district to be tobacco-free in all district buildings, facilities, and vehicles owned, leased or operated by the Fallbrook Union Elementary School District.

Tobacco-free shall mean prohibition of the use of tobacco or tobacco products on any part of school district grounds or buildings, in district vehicles, and at any time by anyone on district property. This includes tobacco use by staff, students, parents, and other individuals at any district-sponsored event or activity.

Per the tobacco-free school policy set forth in Board Policy Number 5131.62 of the Fallbrook Union Elementary School District a copy of which is stated above and is incorporated herein by reference; Transportation Operators and any officers, agents and employees of either of them shall be deemed visitors to the District while on District premises. Pursuant to the terms of the Policy, the use of tobacco, or any product containing tobacco or nicotine products by any visitor on school premises is prohibited.

By signing below, the undersigned acknowledges notice of Board Policy 5131.62 and remedies set forth herein.

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

REFERENCES
Proposal – 386-19-20

List three (3) of the largest contracts with school districts within the last three (3) years.

Name of District/Company: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Description of Service: _____

Contract Price: _____

Dates: _____

Name of District/Company: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Description of Service: _____

Contract Price: _____

Dates: _____

Name of District/Company: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Description of Service: _____

Contract Price: _____

Dates: _____

PROPOSAL #386-19-20
AGREEMENT
Fallbrook Union Elementary School District

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the Fallbrook Union Elementary School District, San Diego County, California, hereinafter called the District and _____, hereinafter called the Contractor.

WITNESSETH that the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. THE CONTRACT DOCUMENTS: The complete contract exists of the following documents:
 - Introduction
 - Student Information
 - Instructions and Conditions
 - Special Conditions
 - Proposal Form
 - Agreement
 - Contractor's Certificate Regarding Workers' Compensation
 - Non-collusion Affidavit
 - Addenda Numbers _____

Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. TERMINATION FOR DEFAULT: If the said Contractor fails or neglects to supply or deliver any of said service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement. The forgoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.
3. TERMINATION OF CONTRACT FOR CONVENIENCE. District may terminate this Contract at any time and for any reasons by giving written notice to

Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Contract is terminated by District as provided in this Section, Contractor shall be entitled to receive compensation for any satisfactory work completed up to receipt by Contractor of notice of termination and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to specific request by District for the performance of such work.

4. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any times during the performance of the contract, request any alterations, deviations, additions or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be by a fair and reasonable valuation. The estimated cost of a proposed change shall be established in one or more of the following methods:
 - a. By an acceptable lump sum proposal from the Contractor.
 - b. By unit prices agreed upon by the District and the Contractor

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount and the expense thereof is first submitted to the District and written consent thereto obtained.

5. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract. The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract Documents.
6. SAVE HARMLESS CLAUSE: Consultant shall defend, indemnify and hold the District, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, volunteers, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all attorneys fees and other related costs and expenses. Consultant shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the

indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees and agents. The Consultant's duty to defend, indemnify and hold the District harmless shall not apply to the extent a claim is due to the sole negligence or willful misconduct of the District.

7. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, projects, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performances is not due in part to the fault or neglect of the party no performing.
8. ASSIGNMENT OF CONTRACT: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.
9. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District.
10. INSURANCE, PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him from claims under workers' compensatory act, and from claims for damages for personal injury including death and damage to property which may arise from operations under the Agreement in amounts specified in the Contract Documents. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor. The Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connections with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.
11. CONDITIONAL PROPOSAL: The District reserves the right to reject any proposal which imposes conditions, or terms, on purchases, which were not specified in the original proposal document.

12. SEVERABILITY: If any provisions of the resulting Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
13. BINDING EFFECT: The resulting Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.
14. PREVAILING LAW: In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state, and federal law, including, but not limited to, Labor Code §§ 1771, 1778 and 1779.
15. GOVERNING LAW AND VENUE: In the event of litigation, the proposal documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in the County of San Diego.

IN WITNESS WHEREOF: This Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

By: _____

Title: _____

Signature: _____

DISTRICT:

Fallbrook Union Elementary School District

By _____

Raymond Proctor,

Associate Superintendent, Business Services

SPECIFICATIONS

Student Transportation to be Contracted 2020-2021

Transportation Request	Student	Pick-Up Point	Destination	Aide Required	Wheel Chair	Start Date	End Date	School Total Calendar Days
Round trip	One special needs student	754 La Strada Fallbrook, CA 92028	Teri Learning Academy 251 Airport Rd., Oceanside, CA 92058	Yes	Yes	8//2020	5//2021	180
Round trip	One special needs student	222 Los Padres Dr. Oceanside, CA 92058	The Country School 1145 Linda Vista Dr., San Marcos, CA 92078	No	No	8//2020	5//2021	180

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