



**THE LAWSON ACADEMY**

**REQUEST FOR PROPOSALS  
FOR  
PUPIL TRANSPORTATION SERVICES**

**The Lawson Academy  
2022-2023**

<b>RFP ID No.:</b>	<b>WAL-22-23-TRAN001</b>
<b>Proposal Released</b>	<b>June 27, 2022</b>
<b>Deadline to Submit Questions:</b>	<b>July 5, 2022</b>
<b>Responses to Questions:</b>	<b>July 8, 2022</b>
<b>Proposal Due Date: 2:00pm CST</b>	<b>July 29, 2022</b>
<b>Contact/Submit To:</b>	<b>Cheryl Lawson The Lawson Academy 5220 Scott Street #108 Houston, TX 77004 Phone: (713) 741-3600 Fax: (713) 741-3603 Email: clawson@walipp.org</b>

# REQUEST FOR PROPOSALS FOR PUPIL TRANSPORTATION SERVICES

The Lawson Academy

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- **OVERVIEW**

## **1.1. Purpose**

The Lawson Academy School (The Academy) currently provides pupil transportation services for the general education and special needs students located within the Houston area. The Lawson Academy is a program of the William A. Lawson Institute for Peace and Prosperity (WALIPP). The purpose of this Request For Proposals for Pupil Transportation Services (the “RFP”) is to establish a contractual relationship with an experienced and qualified pupil transportation services company(ies) to provide general education and special needs pupil transportation, extra-curricular and athletic transportation requested by The Academy. The Academy may select one or more experienced and qualified pupil transportation services companies to proceed with the contract negotiation process from those submitting Proposals. The process will include the review and evaluation of methods and procedures used to provide effective pupil transportation and bus maintenance services for The Academy within the scope of this RFP. Past experience will also be judged by the references of each Contractor. A major portion of the negotiations will include the financial terms of the Contract. Contractors should be prepared to make a presentation to the Academy Leadership team, not to be more than thirty (30) minutes in length.

## **1.2. Objective of RFP**

The primary objective of this RFP is to offer experienced professional pupil transportation services companies the opportunity to present a thoroughly detailed Proposal of their **qualifications** and **experience** in providing and performing comprehensive pupil transportation and bus maintenance services and assisting schools of similar size and scope as The Academy with its pupil transportation and bus maintenance outsourcing process. The secondary objective of this RFP, subject to the terms and conditions of the Contract, is to establish a mutually beneficial relationship with an experienced professional company under which the pupil transportation and bus maintenance services will be performed.

Each Proposal must detail the Contractor’s experience and expertise in order to allow the School to properly and promptly evaluate each Proposal, and the failure to do so may cause The Academy to reject said Proposal. The Academy will select the Proposal, if any, that it deems most qualified to serve the best interests of The Academy, in its sole and absolute discretion. The Academy, in its sole and absolute discretion, reserves the right to request post-Proposal interviews from all, some or none of the Contractors.

## **1.3. School Profile and Overview**

**The Lawson Academy** opened in 2002 to provide the academic and social development young people need to learn and become strong adults. After nine years under the

**REQUEST FOR PROPOSALS  
FOR PUPIL TRANSPORTATION SERVICES  
The Lawson Academy**

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Houston Independent School District, The Academy applied for the highly competitive Texas State Charter and received the State Board of Education award in 2010. Today The Lawson Academy operates two single-gendered middle school campuses which are both located at St. James Episcopal Church. The Academy uses a creative academic curriculum to build student success and to develop the whole person. The majority of students are low-income, qualifying for the Federal Free Lunch program. School operations begin in August of each year with two (2) weeks of teacher training prior to student arrival. The Academy utilizes the HISD master calendar to minimize disruption for our student families. Summer schedules may include classes or customized workshops on one or both campus locations.

**Campuses**

<p><b><u>The Lawson Academy</u></b> <b><u>Boys' Campus</u></b> 5052 Scott Street Houston, TX 77004 Enrollment: 150</p>
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<p><b><u>The Lawson Academy</u></b> <b><u>Girls' Campus</u></b> 5052 Scott Street Houston, TX 77004 Enrollment: 150</p>
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**1.4. Proposal Submission Due Date and Requirements**

**1.4.1. Due Date**

The due date and time for receipt of Proposals is: **Friday, July 29, 2022 at 2:00 P.M. (the "Due Date")**

**1.4.2. Late Proposals:**

Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date specified above will not be accepted or considered. The Academy is not liable for any delivery or postal delays.

**REQUEST FOR PROPOSALS  
FOR PUPIL TRANSPORTATION SERVICES  
The Lawson Academy**

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**1.4.3 Returned Proposals:**

All Proposals received after the Due Date specified above will not be returned to the respective Contractor.

**1.4.4 Signed Original Proposal:**

Each Proposal submitted must be an original and hard copy, and signed by an authorized member of the Contractor's firm. This member should be the highest-ranking officer at the local level. NO VERBAL, FAX or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.

**1.4.5 Copies of Proposal:**

The Contractor shall also submit with its signed original Proposal, four (4) complete copies of the signed original of the Proposal.

**1.4.6 Finality of Decision:**

Any decision made by the Academy Leadership team of the Academy, including the Contractor selection, shall be final.

**1.4.7 Reservation of Rights:**

The Academy reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The Academy further reserves the right to waive any irregularity or informality in this RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder). The Academy reserves the right to request additional information from any or all Contractors. The Academy reserves the right to negotiate with the Contractors concerning their Proposals.

**1.4.8 References**

At least five (5) references from business organizations to whom the bidder has provided pupil transportation services within the last three (3) years, similar to the type and quantity specified herein. The references shall include the company name, address, contact person, telephone, and a description of the scope, type, and dollar amount of the services provided.

**1.4.9 Statement from Insurers**

All bidders shall furnish to the Academy a statement from their insurers that if awarded, the Academy will be provided with certificates evidencing all the required insurance types and levels, none of which shall be cancelled, altered or renewed until after thirty (30) days advance written notice received by the Academy Director of Administration and Development.

**REQUEST FOR PROPOSALS  
FOR PUPIL TRANSPORTATION SERVICES  
The Lawson Academy**

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**2 PROPOSAL REQUIREMENTS AND FORMAT**

This outlines the information that must be provided by the Contractor and the required format for the Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis.

Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth herein and must include information that will enable the School to determine the Contractor's overall qualifications. Each Proposal shall also include any other information that the Contractor feels is significant with respect to the Academy making an informed decision relative to the Proposal.

Additionally, each Proposal must include, at a minimum, the following:

- 2.1** A cover letter, which will serve as an introduction of your company on business letterhead.
- 2.2** The background and qualifications of the personnel who will be involved with the School. Describe the chain of command and reporting relationships. Include a proposed organization chart. This organization chart must reference where a School liaison, if any, would be placed.
- 2.3** Exceptions, including explanations, to the RFP, the Contract or the Use Agreement.
- 2.4** Detailed evidence that the Contractor is currently providing pupil transportation and bus maintenance services for other public schools or open enrollment charter schools. This should include public schools or open enrollment charter schools of similar size and scope as the Academy.
- 2.5** Fully describe, and provide evidence and scope of, the Contractors' formalized in-service training and educational programs for all employees, including management, staff, drivers, transportation aides and mechanics.
- 2.6** Technical capability – Contractors must provide evidence of all aspects of their transportation services capabilities. These should include human resources services, computer systems and capabilities,
- 2.7** Evidence of the ability to provide adequate insurance coverage to protect the interests of themselves and the Academy. Contractor must provide evidence of insurance in the amounts set forth in the Contract.
- 2.8** Documentation of sufficient financial resources to provide pupil transportation and bus maintenance services for a School of this size and complexity.

**REQUEST FOR PROPOSALS**  
**FOR PUPIL TRANSPORTATION SERVICES**  
The Lawson Academy

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- 2.9 Evidence of the Contractor’s understanding and acknowledgement of the requirement to meet all regulatory laws, codes, and requirements of Local, State and Federal law that apply to Texas public schools and pupil transportation services.
- 2.10 Describe any other resources to be provided by your company, not listed above, which would result in a safe and efficient pupil transportation system.
- 2.11 References – Contractors must provide public schools or open enrollment charter school references, including contact name, address, phone number, fleet size, and scope of services.
- 2.12 List all litigation or regulatory proceedings, for the past five years

**3 EVALUATION OF PROPOSALS**

Each Contractor submitting a Proposal should understand that the nature of The Academy’s pupil transportation operations are so complex that each and every facet of the operation may not be detailed in this RFP and the Contract. The Contractor must document their expertise, experience, and approach based on their understanding of The Academy’s requirements. The Proposal must be complete, clear and concise.

The following categories, not listed by rank, are the principle criteria by which Proposals will be evaluated:

**Management Capability** as shown by detailed evidence of Contractor’s expertise, experiences, and references.

**Business Stability** checked through various sources as well as the Proposal.

**Routing Management Capability** as shown by detailed evidence provided by the Contractor and checked through various other sources.

**Human Resources Management** as determined by references, and by checking other sources.

**Cost** as indicated in the Proposal and through the negotiation process.

The Academy will evaluate the Proposals, based on the above criteria as well as other methods. Moreover, the Academy will ensure compliance with the above by checking references listed in the Proposals, and conducting on-site visitation as deemed necessary by the Academy, as well as other sources. The Academy will select the Contractor that it deems most qualified to serve the interests of the Academy to proceed to the negotiation process.

**REQUEST FOR PROPOSALS  
FOR PUPIL TRANSPORTATION SERVICES  
The Lawson Academy**

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**4 SCOPE OF SERVICES**

The successful Contractor shall provide pupil transportation and bus maintenance services for:

- 4.1** Safe and reliable, on-time transportation of general education and special needs students to and from school on a daily basis within School defined parameters.
- 4.2** Safe and reliable, on-time transportation of students for extra-curricular and athletic activities and field trips as requested by the Academy, in accordance with the Contract.
- 4.3** Efficient routing of all regular education, special needs and other transportation routes of the Academy, including but not limited to extra-curricular routes and field trips, as outlined in the Contract. The Contractor may alter any of the existing routes of the Academy, so long as all routes conform to all federal and state laws, as well as policies of the Academy and all routes are approved by the Academy prior to implementation.
- 4.4** Work in conjunction with Academy staff and leadership regarding student discipline issues and carry out any student discipline directives of the Academy. Utilize Academy forms, where appropriate, for reporting discipline issues to staff and Director of Administration and Development.
- 4.5** Effective communication with the Academy including, but not limited to, The Academy administration and the Academy Leadership team, bus drivers, bus aides, transportation secretaries and with parents, students and the community.

**5 GENERAL OPERATING INFORMATION**

The Academy student transportation routes may cover up to approximately 20 square miles and is located in the southeast region of Harris County in the city of Houston. The Academy anticipates two (2) daily bus routes that will include areas in three areas of Houston:

The Academy will have two (2) campuses, these have been listed in the beginning of the RFP. It is anticipated that the Academy will transport 50 to 75 students daily on two (2) routes daily. There will be two (2) routes in the morning and two (2) routes in the evening. Only the Lawson Academy students will be provided transportation on designated buses furnished by Contractor.

The Academy will require transportation services for various extra-curricular/field trips as requested by the individual campuses of the Academy, as well as transportation routes for the various clubs, groups and athletic teams of the Academy.

**REQUEST FOR PROPOSALS  
FOR PUPIL TRANSPORTATION SERVICES  
The Lawson Academy**

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**5.1 Governing Law**

Any agreements resulting from this RFP shall be governed by, construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and wholly performed within such state (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Harris, State of Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to any such agreements.

**5.2 Student Discipline Responsibilities**

Drivers are responsible for student safety while on the bus. Proper student behavior shall be required of students by bus drivers in an effort to provide safe transportation. A Bus Conduct Report provided by the Academy must be completed by the driver when any disruptive incident occurs. The completed report must be provided to the Principal, and designated representative as soon as possible. Orderly classroom behavior shall be required on the bus at all times.

Drivers are not allowed to physically discipline students or evict them from the bus. The Principal or designated representative shall be responsible to administer student discipline following The Lawson Academy Student Code of Conduct, which may include suspension or denial of bus riding privileges.

**5.3 Hold Harmless Agreement**

The successful supplier(s) shall indemnify, hold harmless, and defend the Academy, its directors, officers, and employees (paid or volunteer) from and against any and all claims, demands, causes of action of whatever kind or nature arising out of error, omission, misrepresentation, negligent act, conduct or misconduct of the contractor and its subcontractors, agents and employees (paid or volunteer) in the provision of goods or the performance of services arising out of the preparation of this proposal and execution and performance of any contracts resulting there from. Such indemnification shall also include reasonable attorneys' fees, court costs, and expenses.



**REQUEST FOR PROPOSALS  
FOR PUPIL TRANSPORTATION SERVICES  
The Lawson Academy**

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**5.4 Inspections**

The Academy reserves the right to inspect any item(s) or service location for compliance with specifications, requirements, and needs of the Academy. If a proposer cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the Academy can reject the proposal as inadequate.

To conform with the State of Texas instructional time requirements, the Academy has 180 required student attendance days per year. The Academy schedules two (2) bad weather days.

**6 CONTRACT CHARACTERISTICS**

**6.1 Contract Start-Up and Term:** The Contract shall commence as of August 22, 2022, and the initial term of the Contract shall be one (1) year. The Academy shall have the option, in its sole and absolute discretion, to renew the Contract by up to two (2) additional years on a year-to-year basis, subject to the written approval of the Academy administration.

**6.2. Insurance Certificates:** Within fifteen (15) days after receiving formal notification that the Contractor was awarded the Contract, the Contractor shall furnish to The Academy **Insurance Certificate(s)** evidencing all insurance coverage required by the Contract.

If the Contractor refuses or fails to submit the Insurance Certificates within the 15-day period, The Academy will consider the Contractor to have abandoned all rights and interest in the Contract award. The services may be awarded to another Contractor who submitted a Proposal in response to this RFP.

**6.3 Services:** The Contractor shall perform all of the services described in the agreement and make any arrangements that may not be described but that a necessary to perform such services.

**6.4 Transportation Services:** The Contractor shall provide safe, efficient and reliable, on-time transportation from designated home community location(s) to school and school to designated home community location(s) for general education, special needs students or those other persons eligible or authorized for transportation service on a daily basis in accordance with The Academy's defined parameters and the terms and conditions of the Contract. The Contractor shall also provide safe, efficient and reliable, on-time midday transportation and shuttle service in accordance with The Academy defined parameters and the terms and conditions of the Contract. The Contractor shall also provide safe, efficient and reliable, on-time transportation for Students and authorized School personnel to and from those curricular and extra-curricular activities as requested by The

**REQUEST FOR PROPOSALS  
FOR PUPIL TRANSPORTATION SERVICES  
The Lawson Academy**

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Academy, including, but not limited to, field trips, extra-curricular trips and athletic events, in accordance with the terms and conditions of the Contract.

**6.5 Routing:** Contractor agrees to develop, and work in cooperation with The Academy, if necessary, the most advantageous routing plan for the safety of students within the guidelines provided for in the Contract and Academy Leadership policies. If routes need to be modified during The Academy year (i.e., new student is added), the Contractor shall implement any routing change as soon as possible, but not more than five (5) days following notice from The Academy.

**6.6 Monthly Route Summaries**

Vendor shall provide a student rider count and route mileage report for each route operated once a month as required by The Academy. To facilitate the adjustment of routes as needed to accommodate student needs and to ensure effective and efficient routing and scheduling, more frequent reports may be required of vendors by The Academy, especially in the early weeks of each semester and summer program.

**6.7 Hold Harmless/Indemnification:** The Contractor shall indemnify, defend and hold The Academy harmless pursuant to the terms and conditions of the Contract.

**7 PERSONNEL REQUIREMENTS**

**7.1 School Bus Drivers**

Adequate numbers of drivers shall be recruited, hired, trained and licensed to meet the regular and substitute driver needs pursuant with the number of routes awarded. It is the responsibility of the Contractor to have an adequate number of drivers available to meet the Academy pupil transportation needs throughout this agreement period. **Failure to have sufficient numbers of drivers to meet the operating requirements for the routes awarded to a supplier will be considered as a serious non-performance issue.**

All drivers on the Academy's routes must be properly trained in accordance with all applicable city, state, federal laws which govern their performance. Each driver provided must be at least 21 years of age and be in compliance with all city, state and national school bus driver licensing laws. Each driver must be of good moral character, meet all physical requirements, be competent, reliable and be qualified by experience and training to operate school buses. Some or all of the above identified requirements are specified by various sections of the Texas Vehicle Code as well as the Texas Commercial Motor Vehicle Drivers Handbook.

**REQUEST FOR PROPOSALS  
FOR PUPIL TRANSPORTATION SERVICES  
The Lawson Academy**

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**7.2 Background Check Of Bus Drivers**

A criminal history background and motor vehicle record (MVR) check must be completed every year and upon initial hire to determine that all drivers used or to be used on the Academy routes are in compliance with state statutes regarding individuals operating school buses in the State of Texas.

**7.3 Bus Driver Record Keeping Requirements**

Records detailing the status of all drivers used or to be used on the Academy routes must be maintained and available for inspection at the request of the Academy. The following items that should be included in a folder on every driver for the Academy routes, include but are not limited to, a copy of the driver's CDL, all other documentation substantiating the driver's acceptable status as a Texas school bus operator, evidence of training modules completed, initial and criminal background and MVR checks, annual medical physicals, and drug and alcohol tests.

**8 Required Bus Equipment**

**8.1 Video Camera Systems**

If requested by the Academy, the contractor shall agree to have digital video cameras installed on buses used to provide transportation services to the Academy at no cost to the Academy.

**8.2 GPS Systems**

Proposers may, and are encouraged to provide pricing options which include buses equipped with Global Positioning Satellite tracking systems.

**8.3 Texas Department of Public Safety Inspection Requirement**

All school buses operating pursuant to this contract must have a valid Texas Department of Public Safety Inspection Sticker in the vehicle front window at all times.

**REQUEST FOR PROPOSALS  
FOR PUPIL TRANSPORTATION SERVICES  
The Lawson Academy**

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**8.4 Two Way Communication Systems**

Proposers may, and are encouraged to provide price options for all vehicles to be equipped with functional 2-way communication equipment which provides for instant communications with all buses used on the Academy routes. The equipment shall be used to improve safety by maintaining communications between the bus terminal/dispatch center and the bus driver. The communications system must have an operational range to allow for instant communications on all Academy routes. **Suppliers must provide dispatch operation and telephone accessibility to the Academy campuses at all times when buses are transporting Academy students either on routes or to or from extracurricular activities.**

**8.5 Age of School Buses**

The date of manufacturer of the body of the Academy bus will be the date used to determine the manufacture date of the completed school bus. No bus shall be used to service an Academy route, including spare buses, that exceeds sixty (60) months in age. The Academy desires to have a modern fleet of buses providing service to its students. The age of buses that proposer offers to provide for services will be an important consideration in the selection of a supplier.

**8.6 Office and Equipment Requirements**

The office and staff must be available to answer questions from Academy staff, schools, and parents from 45 minutes before the first bus leaves until 45 minutes after the last bus returns on days that routes services are provided. Dispatch services must also be available for extra-curricular field trips after 5:00 PM and on weekends.

**9 PRICING QUOTES**

Compensation for the Transportation Services described in this RFP **MUST** be fixed for the Initial Term (years one (1), and two (2)) of the Contract. Moreover, the Contractor, by submitting its Proposal, agrees to convene biannually with representatives of the Academy, for the purpose of evaluating the efficiency of the performance of the Contract, so that further efficiencies may be uncovered and implemented into the Contract, including but not limited to, a decrease in the number of routes or a decrease in the number of bus drivers or other employees necessary to carry out the provisions of the Contract as contemplated herein. As part of this process, and by submitting their Proposal, the Contractor agrees to pass along any cost savings to the Academy.

**REQUEST FOR PROPOSALS  
FOR PUPIL TRANSPORTATION SERVICES  
The Lawson Academy**

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**10 PROPOSAL**

Each Contractor shall submit its Proposal by providing the items on the **Proposal List**, along with any other information required by this RFP or deemed necessary and appropriate by the Contractor for evaluation of its Proposal.

Schedule 1	Bid Form
Schedule 2	References
Schedule 3	Statement from Insurers
Schedule 4	Pay Terms and Discounts

**10.1 PROPOSAL CHECKLIST**

Attach copies of the following documents to your Proposal:

- 10.1.1** Letter of Introduction of Contractor and Contractor's Background and Qualifications.
- 10.1.2** List of any and all Exceptions to this RFP, the Contract.
- 10.1.3** List any public school districts and/or open enrollment charter schools currently being serviced by Contractor to provide pupil transportation services.
- 10.1.4** List of Contractor's References.
- 10.1.5** Contractor's Verification of Addenda to this RFP, if any.
- 10.1.6** Contractor's familiarity with Routing Software Programs.
- 10.1.7** Contractor's In-Service training and Staff Educational Programs.
- 10.1.8** Contractor's Insurance Certificate(s).
- 10.1.9** Contractor's List of any and all Litigation or Regulatory Proceedings.

**11 TERMINATION**

Either party for any reason upon thirty (30) days written notice may terminate this Contract with or without cause. The Academy will be responsible for payment of services that have been delivered by Contractor up to the termination date. The Contractor may by written notice, terminate this agreement if the Academy has defaulted in whole or in part, refuse or fail to comply with the provisions of this Contract, fail to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the services within the time period specified or any written extension thereof. In such event, the Academy may obtain comparable services elsewhere.

**REQUEST FOR PROPOSALS  
FOR PUPIL TRANSPORTATION SERVICES  
The Lawson Academy**

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**Bid Form – Schedule 1**

**Proposal of (name of vendor)** \_\_\_\_\_

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**TO:** Cheryl Lawson, Superintendent  
The Lawson Academy  
5220 Scott Street, #108  
Houston, TX 77004  
(713) 741-3600

**FOR: Pupil Transportation Services for The Lawson Academy Schools**

The Bidder named herein (“Bidder”), in compliance with the invitation to Bidders for Pupil Transportation Services for The Lawson Academy Schools (the Academy), having carefully examined the Bid Proposal Documents, hereby offers to enter into a contract to provide pupil transportation services in connection with the Academy’s schools in accordance with the Conditions and Specifications, for the time set forth herein, and at the prices stated herein. The Bidder fully understands the intent and purpose of the Bid Proposal Documents and the conditions of bidding as set forth herein. The Bidder hereby agrees that claims for additional compensation or extensions of time because of Bidder’s failure to familiarize itself with the Bid Proposal Documents or any condition at the school sites, which might affect the performance of the Services will not be allowed.

Project sites which might affect the performance of the Services will not be allowed.

1. Bid Amount. The Bidder agrees to provide the Services for the school campuses as described in the Bid Proposal Documents, for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). The Bid Amount includes all costs in connection with the Services to be performed by Bidder including, but not limited to, supplies and materials, equipment, insurance, labor, supervision, overhead and profit.
2. Hours of Performance: The Services shall be performed between the hours of 6:00 A.M. and 8:00 PM. within the normal five-day observed by WALIPP.

**REQUEST FOR PROPOSALS  
FOR PUPIL TRANSPORTATION SERVICES  
The Lawson Academy**

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3. Representations: By execution and submission of this Bid, the Bidder hereby represents and warrants to the Academy as follows:
  - a. The Bidder has prior experiences on contracts of the same or similar type, nature, and class as the work for the project.
  - b. The Bidder has read and understands the Bid Proposal Documents and the Contract Documents, and this Bid is made in accordance with Bid Proposal Documents.

**REQUEST FOR PROPOSALS  
FOR PUPIL TRANSPORTATION SERVICES  
The Lawson Academy**

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**References – Schedule 2**

1. Company Name \_\_\_\_\_

Company Contact \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Description of Services \_\_\_\_\_

\_\_\_\_\_

2. Company Name \_\_\_\_\_

Company Contact \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Description of Services \_\_\_\_\_

\_\_\_\_\_

3. Company Name \_\_\_\_\_

Company Contact \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Description of Services \_\_\_\_\_

\_\_\_\_\_



**REQUEST FOR PROPOSALS  
FOR PUPIL TRANSPORTATION SERVICES**  
The Lawson Academy

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4. Company Name \_\_\_\_\_

Company Contact \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Description of Services \_\_\_\_\_

\_\_\_\_\_

5. Company Name \_\_\_\_\_

Company Contact \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Description of Services \_\_\_\_\_

\_\_\_\_\_

**REQUEST FOR PROPOSALS  
FOR PUPIL TRANSPORTATION SERVICES  
The Lawson Academy**

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**Insurance – Schedule 3**

Within three (3) business days after notification of acceptance of bid and prior to beginning of services, Bidder must submit to the Academy insurance certificates meeting all of the following requirements:

1. Bidder shall maintain, for duration of the contract, and any extension that are applicable, insurance issued by a company or companies qualified to do business in the State of Texas, for the following policies and amounts:
  - a. Worker’s Compensation and Texas Employer’s Liability, including a waiver of subrogation in favor of the Academy;
  - b. Workers Compensation – Statutory, In lieu of Texas Workers Compensation Coverage, Bidder may present evidence of an acceptable insurance plan which provides coverage for their employees.
  - c. Commercial General (Public) Liability –
    - i. Minimum Bodily Injury limits of \$500,000 for each occurrence
    - ii. Minimum Property Damage limits of \$500,000 for each occurrence
  - d. Comprehensive Automobile Liability – Combined Single Limit for Bodily Injury and Property for Owned, Non-Owned, and Hired Combined Single Limit of \$500,000 per occurrence
2. Insurance must be written by companies licensed to transact business in the State of Texas and acceptable to the Academy. All bidders shall furnish to WALIPP with a statement, from their insurers that if awarded, WALIPP will be provided with certificates evidencing all the required insurance types and levels, none of which shall be cancelled, altered, or renewed until after thirty (30) days written notice received by the Superintendent.
3. To the extent permitted by applicable state laws and regulations, Contractor shall indemnify and hold harmless WALIPP, the Academy and its officers, directors, employees and agents (the “WALIPP Indemnitees”) from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys’ fees) (“Losses”) to which such WALIPP Indemnatee may become subject arising out of the provision by Contractor to WALIPP of services hereunder except to the extent such Losses result from the willful misconduct or gross negligence of such WALIPP Indemnatee.

**REQUEST FOR PROPOSALS  
FOR PUPIL TRANSPORTATION SERVICES  
The Lawson Academy**

---

**Pay Terms and Discounts – Schedule 4**

Pay Terms and Discounts shall be attached as Schedule 4