

**BID NO. ICISD-01-25**

IRION COUNTY ISD

MERTZON, TEXAS

REQUEST FOR BID (RFB)

RETURN BID TO:

IRION COUNTY ISD  
PO BOX 469  
MERTZON, TX 76941

Or in person to

IRION COUNTY ISD  
ADMINISTRATION OFFICE  
401 5<sup>th</sup> St.  
MERTZON, TX 76941

The enclosed REQUEST FOR BID and accompanying SPECIFICATIONS are for your convenience in bidding the enclosed referenced services for IRION COUNTY ISD (also referred to as ICISD in the document).

Sealed bids shall be received no later than:

**2:00 P.M. March 6, 2025**

MARK ENVELOPE: "**BID NO. ICISD-01-25**"

**PASSENGER VEHICLES**

ICISD appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after deadline will be considered void/unacceptable. Opening is scheduled to be held in the IRION COUNTY ISD ADMINISTRATION OFFICE, 401 5<sup>th</sup> St., MERTZON, TX 76941.

# **BID NO. ICISD-01-25**

## **IRION COUNTY ISD**

REQUEST FOR BID (RFB)

### **INSTRUCTIONS/TERMS OF CONTRACT**

BY ORDER OF the SCHOOL BOARD OF IRION COUNTY ISD, Texas sealed bids will be received for

### **PASSENGER VEHICLES**

**FUNDING:** Funds for payment will be provided through the IRION COUNTY ISD FY25 BUDGET.

**LATE BIDS:** Bids received in the Administrative Office after submission deadline shall be considered void/unacceptable. ICISD is not responsible for lateness of mail, carrier, etc. and time kept the Superintendent's Office shall be the official time of receipt.

IT IS UNDERSTOOD that the School Board of Irion County ISD, Texas reserves the right to accept or reject any and/or all bids for any or all services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of ICISD.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**SALES TAX:** ICISD is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

**BID AWARD:** ICISD reserves the right to award bid as it deems to be the best value for the school district.

**CONTRACT:** This bid, when properly accepted by ICISD, shall constitute a contract equally binding between the successful bidder and ICISD. No different or additional terms will become part of this contract with the exception of a Change Order.

**TERMS:** This contract will be for 1 year effective from the bid award date by the School Board. One (1) additional one (1) year term extension will be available subject to agreement by both parties.

**PRICE ESCALATION:** Price must be firm for each six (6) month term. A price increase shall at no time be more than what similar volume customers would pay (see Warranty-Price). The vendor must provide ICISD a ninety (90) day notice for a price escalation request. The vendor must provide cost analysis and/or other documentation to justify any increase, to include industry and industry group level trends and indexes and shall not exceed an annual increase of 4% of the originally quoted cost.

The Superintendent or their designee may approve a contract term extension with or without a price

increase or reduction at their full discretion. An increase in price must be justified in writing or by documentation from the Vendor to the satisfaction of the Superintendent or their designee. If no agreement is reached, ICISD may re-bid the contract.

**CHANGES:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All changes to the contract will be made in writing by the Superintendent.

**PRICE CHANGES:** If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to ICISD.

**QUANTITIES:** All quantities indicated herein are approximations. Actual quantity ordered is subject to the availability of funds. ICISD reserves the right to purchase additional quantities beyond those listed during the term of the contract.

**DELIVERY CHARGES:** All delivery and freight charges (FOB storage sites) shall be included in the bid price unless otherwise noted.

**DELIVERY TIME:** Bids shall show number of days required to place product at ICISD's desired location. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Superintendent's Office immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Superintendent's Office. ICISD has the right to extend delivery time if reason appears valid. Successful bidder must keep the Superintendent's Office advised at all times of the status of the order.

**TRANSPORTATION REQUIREMENTS:** Bidder shall comply with all State transportation requirements for hauling. Bidder shall submit a copy of their insurance coverage with this RFB.

**EXCEPTION/SUBSTITUTIONS:** All bids meeting the intent of this request to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and the bidder shall be held responsible to perform in strict accordance with the specifications of the request. The School Board of ICISD reserves the right to accept any, all, or none of the exception(s) and substitution(s) deemed to be in the best interest of the school district.

**DESCRIPTIONS:** Any reference to model and/or make/manufacture used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired.

**ADDENDA:** Any interpretations, corrections or changes to this Request For Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in ICISD Superintendent. All who are known to have received a copy of this Request For Bid shall be notified of any addenda. Bidders shall acknowledge receipt of all addenda.

**BID MUST COMPLY** with all federal, state, county, and local laws. All successful bidders' delivered vehicles must meet or exceed applicable Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) standards and regulations.

DESIGN, STRENGTH AND/OR QUALITY of product, as applicable, must be of the highest quality materials and workmanship, and standards of manufacturing and engineering.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

ICISD may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: ICISD requests bidder to supply, with this RFB, a list of at least three (3) references where like services/products have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this RFB. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify, and save harmless brought for or on account of any injuries or damages received or sustained by any person, person, or property on account of any negligent act or fault of the successful bidder, or any agent, employee, subcontractor, or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment against ICISD growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires or is terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. ICISD reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of the school district.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect and indemnify ICISD from claims involving infringements of patents and/or copyrights.

PAYMENT: ICISD shall make payment according to the agreed upon terms negotiated with the awarded vendor. Vendors are encouraged to note their requested payment terms within the "Bid Form" section below. Payment terms shall not exceed Net 30 from the time that all goods, services and/or supporting documentation is delivered and accepted by ICISD.

PACKING SLIPS OR OTHER SUITABLE SHIPPING DOCUMENTS shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) ICISD Purchase Order number, and (d) Descriptive information as to

the product delivered, including product code, item number, quantity, number of containers, etc...

INVOICES shall be mailed directly to:

IRION COUNTY ISD  
PO BOX 469  
MERTZON, TX 76941

In addition to a mailed hard-copy invoice, a vendor may also email the invoice to [nmoore@irion-isd.org](mailto:nmoore@irion-isd.org)

**WARRANTY:** Successful bidder shall warrant that all products shall conform to the proposed specification.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Irion County, Texas.

**ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of ICISD School Board.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices or the standard build by the manufacturer are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**ANY QUESTIONS:** concerning this Request for Bid and Specifications should be directed to the Superintendent's Office at 325-835-6111 or by email at [bids@irion-isd.org](mailto:bids@irion-isd.org)

## BID DOCUMENTS

### Required Originals

Submit: One (1) original (binder clips acceptable), and one (1) bound copy (binders, staples or binder clips are acceptable. **Please clearly indicate which is the original.**

Please submit all bid forms in the following order:

- Specification Worksheet
- Bid Form
- Authorized Signature/Contact Information (**with IRS Form W-9**)
- References
- Conflict of Interest Questionnaire (CIQ)

\*At School Board award, one signed, original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) will be required.

In submitting its bid, vendor certifies that it has not lobbied the school district or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the vendor influenced or attempted to influence the bidding process, the school district may, in its discretion, reject the bid.

# SPECIFICATIONS AND REQUIREMENTS FOR PASSENGER VEHICLES

## Specification Worksheet

Item	DESCRIPTION	YES	NO
<b>A</b>	<b>New and Unused Current Year Model Full Size SUV: Ford Expedition Max, Chevrolet Suburban or approved equivalent.</b>		
	<b>Removal of Standard Factory Equipment Not Allowed</b>		
	<b>Mechanical/Safety</b>		
1.	RWD Drivetrain		
2.	Factory installed trailer towing package including factory trailer brake controller		
3.	Pre-collision Assist with forward collision warning and automatic braking		
4.	Lane Departure warning system		
5.	Blind Spot monitoring		
6.	Adaptive Cruise Control (preferred)		
7.	Rear parking sensors		
	<b>Exterior</b>		
1.	White		
2.	Factory running boards		
3.	Full size spare tire and jack tools		
4.	Power liftgate		
	<b>Interior</b>		
1.	Carpet Flooring		
2.	8 passenger seating		
3.	Bluetooth phone connectivity		
4.	Keyless entry – 2 FOBS and keys included		
5.	Standard factory floor mats		
6.	Window Tint –Dealer installed, 25% all windows		
7.	Tan or Gray interior, cloth seats		
8.	Power driver's seat		
9.	Power windows, locks, mirrors		

Item	DESCRIPTION	YES	NO
A	New and Unused Current Year Model Full Size SUV: Ford Expedition Max, Chevrolet Suburban or approved equivalent.		
10.	Cruise control		
	<b>Additions</b>		
	Delivery to Mertzon, TX 76941		



Item	DESCRIPTION	YES	NO
<b>B</b>	<b>New and Unused Current Year Model Small SUV: Ford Escape, Chevrolet Trail Blazer or approved equivalent.</b>		
	<b>Removal of Standard Factory Equipment Not Allowed</b>		
	<b>Mechanical/Safety</b>		
1.	FWD or RWD Drivetrain		
2.	Pre-collision Assist with forward collision warning and automatic braking		
3.	Lane Departure warning system		
4.	Blind Spot monitoring		
5.	Adaptive Cruise Control (preferred)		
6.	Rear parking sensors		
	<b>Exterior</b>		
1.	White		
2.	Factory running boards		
3.	Temporary spare tire and jack tools		
	<b>Interior</b>		
1.	Carpet Flooring		
2.	5 passenger seating minimum		
3.	Bluetooth phone connectivity		
4.	Keyless entry – 2 FOBS and keys included		
5.	Standard factory floor mats		
6.	Window Tint –Dealer installed, 25% all windows		
7.	Tan or Gray interior, cloth seats		
8.	Power driver's seat		
9.	Power windows, locks, mirrors		
10.	Cruise control		
	<b>Additions</b>		
	Delivery to Mertzon, TX 76941		

## Bid Form

### General

- Refer to Instructions to Vendors before completing Bid Form and quote your best price F.O.B. destination on each item.
- The vendor is responsible for determining if any addenda have been issued and agrees that the prices(s) quoted reflect any changes or modifications created by any addenda.
- Any brand names referenced in this RFB are solely for the purpose of establishing a product minimum standard.
- Quantities provided are approximate and may increase or decrease depending on available funds.

#### A – Full Size SUV

Item	Description	Unit Price	Estimated Quantity	Extended Price
	A – Full Size SUV	\$	2	\$
	Make and Model Quoted			
	Delivery Lead Time			
	5 Year Bumper-to-bumper Extended Warranty		1	
Total Bid				

#### B – Small SUV

Item	Description	Unit Price	Estimated Quantity	Extended Price
	B – Small SUV	\$	1	\$

	Make and Model Quoted			
	Delivery Lead Time			
	5 Year Bumper-to-bumper Extended Warranty		1	
<b>Total Bid</b>				

Note: Should there be any differences between the unit price and the extended pricing calculations, the unit price will prevail.

- Are these prices based on a purchasing cooperative contract? Yes\_\_\_\_\_ No\_\_\_\_\_

If yes, name of cooperative:\_\_\_\_\_ Contract No: \_\_\_\_\_  
(Texas DIR, TXMAS, BuyBoard, etc.)

- Payment Terms/Discounts (if any): \_\_\_\_\_

## Authorized Signature/Contact Information

**Vendor Name:** \_\_\_\_\_

**Authorized**

**Signature:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Email \_\_\_\_\_

:

**Primary Contact:** \_\_\_\_\_

Title: \_\_\_\_\_

Email \_\_\_\_\_

:

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

*(Cannot be a PO Box)*

City, State, Zip: \_\_\_\_\_

### **Attach IRS W-9**

*Bids which are not signed and dated or bids which do not comply with all of bid requirements herein, may be considered non-responsive and may be rejected.*

The signee agrees, if this bid is accepted, to furnish any and all goods or services upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The signee affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other vendor, and that the contents of this bid as to prices and terms or conditions have not been communicated by the signee nor by any employee or agent to any other vendor or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the vendor nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services, nor to influence any person to bid or not to bid thereon.

## REFERENCES

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE SERVICES/PRODUCTS HAVE BEEN PROVIDED:

1. Company Name:

\_\_\_\_\_

Address

\_\_\_\_\_

Street/PO Box

City

State

Zip

Telephone No.: \_\_\_\_\_ Fax

\_\_\_\_\_ Contact Person:

\_\_\_\_\_ Title

2. Company Name:

\_\_\_\_\_

Address

\_\_\_\_\_

Street/PO Box

City

State

Zip

Telephone No.: \_\_\_\_\_ Fax

\_\_\_\_\_ Contact Person:

\_\_\_\_\_ Title

3. Company Name:

\_\_\_\_\_

Address

\_\_\_\_\_

Street/PO Box

City

State

Zip

Telephone No.: \_\_\_\_\_ Fax

\_\_\_\_\_ Contact Person:

\_\_\_\_\_ Title

## **Disclosure of Certain Relationships**

### **NOTICE TO VENDORS**

**Effective January 1, 2006**, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at [https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm).

A current list of ICISD officers is available in person at the ICISD Administration Office or on the school district's website. If you are considering doing business with the ICISD and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the school district not later than the 7<sup>th</sup> business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By submitting a response to a ICISD Request for Bid proposals, Request for Bids, or Request for Qualifications or by conducting business with the school district, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

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### **LOCAL GOVERNMENT OFFICERS OF THE SCHOOL DISTRICT OF IRION COUNTY As defined by Chapter 176 of the Texas Local Government Code (Revised 03/20/18)**

For purposes of completion of the required Conflict of Interest Questionnaire for ICISD (required by all buyers who submit bids/proposals), Local Government Officers are:

#### **ICISD School Board Officials:**

Superintendent:	Dr. Nikki Moore
President:	Maegin Carlile
Trustees:	Ricky Rey Ashley Hill Chad Koonce Taylor Douglas DJ Rainey Tony Martinez

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.