STATE OF ARKANSAS

DEPARTMENT OF SHARED ADMINISTRATIVE SERVICES
OFFICE OF STATE PROCUREMENT
501 Woodlane St., Ste. 220
Little Rock, Arkansas 72201-1023

INVITATION FOR BID

SOLICITATION DOCUMENT

SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

Solicitation Number:	SP-27-043-IFB		
Procurement Specialist:	Oli Hill	**Email:**	Oli.L.Hill@arkansas.gov

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Arkansas Department of Shared Administrative Services (SAS), Office of State Procurement (OSP) for the Arkansas Department of Education, the Arkansas School for the Deaf and Blind ("ARDB" or "Department") to obtain pricing and a contract for Charter Bus Services.

Prospective Contractors should direct all questions, comments, or concerns regarding this Solicitation to OSP, not the Department.

1.2 LIVE BID OPENING INFORMATION

Bid submissions are subject to a public opening during which names of Prospective Contractors will be read aloud. Information for attending the public opening is provided below:

Teams Meeting Link:	https://teams.microsoft.com/meet/243889453167621?p=CAGtPdGUeyXj58tjOq
Meeting ID:	243 889 453 167 621
Passcode:	rn3yn7RA
Call in (audio only):	501.244.3310 or find a local number

1.3 TYPE OF CONTRACT

A. As a result of this IFB, the State intends to award a contract to a single Contractor (see *Contractor Selection*).

B. The anticipated starting date for any resulting contract is October 19, 2026, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed bid, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.

C. The initial term of a resulting contract will be for three (3) years. Upon mutual agreement by the Contractor and Department, the contract may be renewed for up to four (4) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.4 DEFINITION OF TERMS

A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.

B. The terms "Invitation for Bid," "IFB," and "Solicitation" are used synonymously in this document.

1.6 CLARIFICATION OF SOLICITATION

A. Prospective Contractors **shall** submit questions about this Solicitation by September 14, 2026, using the SAP Business Network Message Board.

   1. Prospective Contractors **must** be registered in the SAP Business Network to submit their questions.

B. Questions submitted after the deadline may not be addressed.

C. Prospective Contractors should download *Attachment A: Written Questions*, posted with the Solicitation, to itemize and submit questions.

D. For each question submitted, Prospective Contractors should reference the specific Solicitation item number to which the question refers, as applicable.

E. Prospective Contractors should use the Clarification of Solicitation period to:

   1. Ask questions about requirements of the Solicitation
   2. Clarify Prospective Contractor assumptions
   3. Address pricing concerns
   4. Notify the State of any Requirement that precludes the Prospective Contractor from submitting a Responsive Bid

F. Written questions will be consolidated and responded to as appropriate.

G. A consolidated response is anticipated to be posted by the close of business on or around September 18, 2026.

H. If questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.

I. Prospective Contractors may contact the OSP Procurement Specialist with non-substantive questions at any time prior to the bid opening.

J. An oral statement by OSP will not be part of any contract resulting from this Solicitation and may not reasonably be relied on as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.

K. Only an addendum written and authorized by the State will modify the Solicitation.

1.7 RESPONSE DOCUMENTS

A. All bids **must** be submitted through the SAP Business Network.

   1. Prospective Contractors **must** be registered in the SAP Business Network to submit their bids.

B. To ensure compatibility, all documents **must** be submitted using Microsoft Office or Adobe compatible formats.

C. Prospective Contractors **shall** utilize the *Bid Response Packet* attached with the Solicitation to submit their bids.

D. The following items are bid Submission Requirements and **must** be submitted as part of a Prospective Contractor's bid.

   1. Signed *Bid Signature Page*; signature may be ink or digital.
   2. Completed *Bid Response Packet*, which **must** be in English.
   3. Completed Line Item pricing (see IFB Section 1.8 for information about pricing)

4. Copy of Prospective Contractor's *Equal Opportunity Policy*

    a. Pursuant to Arkansas Code Annotated § 19-60-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*.

    b. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.

5. *Proposed Subcontractors Form* (see SRV-1, section 14)

E. The following items, which **must** be submitted prior to a contract, may also be included with the Prospective Contractor's response:

1. *EO 98-04: Contract and Grant Disclosure Form* (see SRV-1, section 11)

2. *Voluntary Product Accessibility Template* (VPAT), if applicable

F. Prospective Contractors may include a redacted copy of their bid (labeled *Redacted*), if desired (see IFB Section 3.8 *Proprietary Information*)

G. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter, promotional materials, or marketing information.

H. Bids **must** be submitted in the English language.

I. Prospective Contractors' bids cannot be altered or amended after the bid opening except as permitted by law or rule.

J. As requested, Prospective Contractors **shall** provide clarification regarding Prospective Contractor's bid.

1.8 PRICING

A. Prospective Contractors **shall** submit pricing for each Line Item listed in the Solicitation posting.

B. If the Solicitation does not allow for accurate pricing, Prospective Contractor should notify the OSP Procurement Specialist during the Clarification of Solicitation period (see IFB Section 1.6).

C. If the Solicitation does not provide a specific line item for a service or item required to meet the Requirements of the IFB, pricing for that service or item should be rolled into pricing for another line item so it is accurately captured in the overall price submitted for determining the lowest bid.

D. In case of errors in formulas or extensions, unit prices **shall** govern.

E. Pricing **must** be proposed in U.S. dollars and cents.

F. Quantities stated are estimates only and are not guaranteed.

G. Prospective Contractors **shall** submit unit price on the estimated quantity and unit of measure specified.

H. The Contractor **shall** honor submitted pricing regardless of quantities ordered by the State.

I. Prices **must** be firm offers and adjustments may be negotiated annually at time of renewal.

1. A request for a price increase **must** include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. The State has the right to approve or deny any request for a price adjustment.

J. State or local sales taxes should not be included in the price.

SECTION 2 – SCOPE AND REQUIREMENTS

2.1 OBJECTIVES AND GOALS

The Department seeks to obtain pricing and a term contract for charter bus services to transport students each weekend from Arkansas School for the Deaf and Blind (ARDB) to their homes and return the students to the schools on the following appropriate day.

Also included will be charter bus services to transport students to and from in-state and out-of-state sporting, educational, and miscellaneous events on an as needed basis to be determined by ARDB.

2.2 BACKGROUND AND CURRENT ENVIRONMENT

ARDB provides weekly transportation for residential students who elect to live on campus during the school week. The school currently runs four (4) routes twice weekly. Typically, this occurs on Sundays and Fridays, allowing students to reside on campus during the school week. The school currently has approximately 55 students that are transported across those four routes. Students are accompanied by school provided chaperones for all trips. All trips originate at the school and return to the school. Dates and times of trips are based off the school calendar which is adopted by the school board on an annual basis.

2.3 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

A. The Prospective Contractor **shall** have a minimum of five (5) years' experience in similar style transportation services.

B. The Prospective Contractor **shall** have an office, bus shop, and depot located in Central Arkansas.

C. For the purposes of this IFB, Central Arkansas is defined as the Central Region of the ADEM Emergency Management Areas by Region Map (see Attachment B), which includes the following counties in Arkansas:

1. Stone
2. Van Buren
3. Cleburne
4. Conway
5. Faulkner
6. White
7. Perry
8. Pulaski
9. Lonoke
10. Prairie
11. Saline

D. The Prospective Contractor **shall** have and maintain liability insurance at the minimum amount the Federal I.C.C. regulations requires, which is presently five (5) million dollars. Proof of insurance **must** be provided prior to contract award.

E. The Prospective Contractor **shall** be licensed to do business within Arkansas prior to award and **shall** comply with all State, local, and federal laws bearing on the performance of the contract.

2.4 MILEAGE

A. The miles to be billed, for loaded and unloaded charter buses, **must** be figured from the point of origin of the route, ARDB, through the round trip of the route until the charter bus returns to its specific point of origin, ARDB.

B. The price per mile **must** include all charges for each route and **must** be firm, fixed prices for the term of the contract.

2.5 BUS DRIVER

A. The charter buses **must** be operated by a capable, courteous driver with a good driving record, and the driver **shall** have the following:

1. D.O.T. Card
2. Valid Commercial Drivers License (CDL) with passenger endorsement
3. Background Check

B. The driver **shall** be available to stay for overnight trips, which will include overnight waiting. The charter bus **must** not be available for use by the provider during the overnight waiting hours.

2.6 GENERAL BUS REQUIREMENTS

A. The buses **must** be less than thirty (30) years old and maintained in good operating conditions to ensure the schedules are reasonably met.

B. The charter buses **must** be equipped with a restroom which is kept clean and in good operating condition.

C. The charter buses **must** be equipped with adequate heating/air conditioning for the passenger seat rating of the charter bus. Heating and air conditioning units **must** be maintained in good operating condition.

D. The charter buses **must** be equipped with an Accident Event Recorder (AER) or approved equal.

E. The Contractor **shall** abide by rest stop requirements as coordinated by the ARDB transportation department.

F. Typically, the only billable hours are when the bus/van are in operation, the billable hours **must** be agreed upon in advance by ARDB.

G. Four (4) coach buses and four (4) sprinter buses **must** be available to ARDB upon request to allow for changes to number of children on each route.

H. The Contractor **shall** provide a minimum of one full-size coach with a wheelchair lift meeting all ADA regulations when requested by ARDB.

2.7 CHARTER COACH BUSES

A. The charter coach buses **must** hold at minimum 40 passengers fully loaded.

B. The charter coach buses **must** include a restroom.

C. The charter coach buses **must** be MCI, Prevost or approved equal.

2.8 CHARTER SPRINTER BUSES

A. The charter sprinter buses **must** hold at minimum 15 passengers fully loaded.

B. The charter sprinter bus **must** be Mercedes, Chrysler or approved equal.

2.9 BREAKDOWNS

A. The Contractor **shall** provide a replacement bus at no additional cost equal to or greater than the bus in route within three (3) hours of the breakdown.

2.10 CHARTER BUS ROUTES

A. All buses **must** leave each school on Friday of each week at approximately 1:30pm CST.

B. The day prior to the first day of the school week (typically Sunday, except those weeks with school closings on Monday, as indicated on the school calendar, see Attachment B) the Contractor **shall** pick up students and return them to their respective schools on a time schedule that ensures the students arrive on their respective campus at approximately 5:30 p.m. CST.

C. The Contractor **shall** utilize routes established by the school. Routes are subject to change during the school year.

D. ARDB reserves the right to, at any time:

1. Change bus type required for any route
2. Add or delete routes
3. Add or delete milage on existing routes
4. Change the pick-up drop off dates of the students (i.e. inclement weather, school calendar adjustment etc.)

2.11 PERFORMANCE STANDARDS

A. State law requires that contracts for services include Performance Standards for measuring the overall quality of services provided by a Contractor.

B. Table A: *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.

C. Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards. The State has final determination of performance acceptability.

D. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages.

E. Failure to comply with any applicable State and federal laws, regulations, and policies will be deemed unacceptable performance.

F. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency.

G. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services.

H. Should any compensation be owed to the Department due to the assessment of damages, the Contractor **shall** follow the direction of the Department regarding the required compensation process.

I. Performance Standards will not be amended unless they are agreed to in writing and signed by both the State and the Contractor.

J. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.

K. Changes to Performance Standards are subject to State review and approval processes prior to implementation, including Legislative review.

TABLE A: PERFORMANCE STANDARDS

Criteria	Standard	Damages
On time at the established pick-up point for students/or chaperones.	*100%*	5% credit on monthly invoice for each hour that the contractor is late.
Provide an alternative bus in the event of a breakdown.	Within three (3) hours of breakdown.	5% credit on monthly invoice for each additional hour.
Provide Transportation to and from the schools.	100%	5% credit on monthly invoice for each day that the contractor is unable to deliver service.

SECTION 3 – SOLICITATION TERMS AND CONDITIONS

3.1 ACCEPTANCE OF REQUIREMENTS

A. This IFB incorporates all terms of the *Services Contract (SRV-1) Fillable Form* (found here), unless otherwise negotiated and agreed upon during negotiations.

1. The contract template is attached to the Solicitation as a sample for informational purposes only.
2. Items may only be modified if the legal requirement is satisfied and approved by the State during negotiations.

B. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements of the IFB if selected as the Contractor.

1. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this IFB.

C. Qualifications and services **must** meet or exceed the required Requirement as set forth in the Solicitation.

D. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (19 CAR § 1-401).

1. Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.

3.2 INVOICING AND PAYMENT

A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting https://sas.arkansas.gov/procurement/vendor-resources/.

B. The Contractor **shall** invoice the State as required by the Department and should not invoice the State in advance of delivery and acceptance of any commodities or services (Arkansas Code Annotated § 19-4-1206).

1. To ensure timely processing, all invoices **must** contain the applicable state purchase order (PO) number.
2. Contractors failing to include a valid PO number on an invoice waive any carrying charges, penalties, or fees associated with late payment, pursuant to Arkansas Code Annotated § 19-61-303.
3. The Contractor should invoice the agency by an itemized list of charges.
4. Payment will be made in accordance with applicable State of Arkansas accounting procedures after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the commodities or services purchased as a whole.

C. All payments to the Contractor under a resulting contract **shall** be made exclusively through ACH (Automated Clearing House) direct deposit or the State's authorized purchasing card (p-card) as applicable.

1. The Contractor **shall** provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits.
2. The Contractor **shall** be responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor **shall not** be the responsibility of the Department.

3. The Department will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit **shall be** considered as duly received upon successful transmission to the Contractor's designated bank account.

4. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.

3.3 CONTRACTOR CERTIFICATIONS

A. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the commodities or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:

1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),

2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).

B. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-60-105).

C. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).

D. Pursuant to Arkansas State Procurement Law, the Contractor **shall** in all other respects comply with the laws, rules, and executive orders of the state that apply to the Contractor's performance under a resulting contract.

3.4 GENERAL TERMS AND CONDITIONS

A. Prior to the award of any resulting contract, the Prospective Contractor **shall** be registered to do business in the State of Arkansas through the Arkansas Secretary of State's office (https://sos.arkansas.gov/).

B. A single Prospective Contractor **must** be identified as the prime contractor.

1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

C. By submission of a bid, the Prospective Contractor represents and warrants:

1. That the prices in the bid have been arrived at independently, without any collusion with another competing Prospective Contractor.

   a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-61-403 and 19-61-702).

2. That the Prospective Contractor has not retained a person to solicit or secure the resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or

contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Prospective Contractor for the purpose of securing business.

D. Prospective Contractor should not discuss the Solicitation or bid, issue statements or comments, or provide interviews to public media during the Solicitation and award process.

E. The State will not pay costs incurred in the preparation of a bid.

3.5 PROPRIETARY INFORMATION

A. The release of public records is governed by the Arkansas Freedom of Information Act (FOIA) (Arkansas Code Annotated § 25-19-101 et. seq.).

B. Submission documents pertaining to the Solicitation become the property of the State and are subject to FOIA.

C. In accordance with FOIA, and to promote maximum competition in the State competitive sealed bidding, the State may maintain the confidentiality of certain types of information described in FOIA; such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.

D. Under no circumstances will pricing information submitted in response to an invitation for sealed bids be designated as confidential after the sealed bids have been opened.

E. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a bid as confidential by submitting a redacted copy of the bid.

F. By redacting any information contained in the bid, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.

G. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their bid response.

H. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.

I. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

J. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor.

K. Documents simply marked “Confidential” and not properly redacted will not be considered redacted for the purpose of FOIA.

L. If a redacted copy of the submission documents is not provided with Prospective Contractor’s response, a copy of the non-redacted documents may be released.

M. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.

N. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor’s confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.