



**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**

| SOLICITATION INFORMATION |  |                      |               |
|--------------------------|--|----------------------|---------------|
| Solicitation Number:     | S000000538   | Solicitation Issued: | June 23, 2026 |
| Description:             | Charter Bus Services   |                      |               |
| Department:              | Arkansas Department of Education, Arkansas School for the Deaf and Blind |                      |               |

| BID DUE DATE AND DELIVERY OF BIDS  |               |       |                         |
|--|---------------|-------|-------------------------|
| Bid Response Due Date:   | July 22, 2026 | Time: | 2:00 p.m., Central Time |
| Bid responses for this Invitation for Bid <b>must</b> be submitted through ARBuy, the State's eProcurement system, by the Bid Response Due Date and Time. Bids received after the Bid Response Due Date and Time will be rejected as untimely. ARBuy can be accessed at <a href="http://arbuy.arkansas.gov">arbuy.arkansas.gov</a> . |               |       |                         |

| LIVE BID OPENING INFORMATION |   |
|------------------------------|---|
| Teams Meeting Link:          | <a href="#">Join Here</a>                           |
| Meeting ID:                  | 297 876 157 907 343                                 |
| Passcode:                    | dc76RJ3L  |
| Call in (audio only):        | 501.244.3310 or <a href="#">find a local number</a> |
| Phone conference ID:         | 180 988 819#  |

| SAS OFFICE OF STATE PROCUREMENT CONTACT INFORMATION |  |   |              |
|---|--|---|--------------|
| SAS OSP Procurement Specialist:                     | Oli Hill   | Procurement Specialist's Direct Phone Number: | 501-324-9320 |
| Email Address:                                      | Oli.L.Hill@arkansas.gov  | SAS OSP's Main Number:                        | 501-324-9316 |
| SAS OSP Website:                                    | <a href="http://sas.arkansas.gov/procurement/">sas.arkansas.gov/procurement/</a> |   |              |

# SECTION 1 – INFORMATION AND INSTRUCTIONS

## 1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the SAS Office of State Procurement (SAS OSP) for the Arkansas Department of Education, The Arkansas School for the Deaf and Blind (“ADE” or “ASD” or “Department”) to obtain pricing and a contract for Charter Transportation Services

Direct all correspondence regarding this Solicitation to SAS OSP and not to ADE/ASD/ADB.

## 1.2 TYPE OF CONTRACT

- A. As a result of this IFB, SAS OSP intends to award a contract to a single Contractor (see *Contractor Selection*).
- B. The anticipated starting date for any resulting contract is September 1, 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 in response to the IFB, 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 by SAS OSP 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.

## 1.3 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.
- C. “Prospective Contractor” means a responsive and responsible bidder who submits a bid that meets the Requirements and criteria set forth in this Solicitation.
- D. “Requirement” means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- E. “**Shall**” and “**must**” mean the imperative and are used to identify Requirements and Specifications.
- F. “Specification” means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. “Specification” may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.
- G. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this Solicitation, that obligation is limited to the Department using such a contract.

## 1.4 CONTRACTOR SELECTION

- A. Award is expected to be made to the responsive and responsible Prospective Contractor determined to have submitted the lowest bid that meets the Requirements and criteria set forth in the IFB, based on the Total Annual Cost of the *Official Bid Price Sheet* submitted by the Prospective Contractor.
- B. If the State so chooses, negotiations may be conducted with the lowest-bidding, responsive and responsible Prospective Contractor if:
  - 1. All bids received from responsive and responsible bidders exceed available funding; or
  - 2. It appears that additional savings to the state may result from negotiation.
- C. If negotiations fail to result in a contract, the State may negotiate with the next lowest-bidding, responsive and responsible Prospective Contractor.

- D. The negotiation process may be repeated until an acceptable lower bid price is negotiated, or until such time the State determines negotiations are no longer in the best interest of the state.
- E. Negotiations are conducted at the sole discretion of the State.
- F. Once the anticipated awardee has been determined, the anticipated award will be posted to ARBuy, generally for a period of fourteen (14) days prior to the issuance of a contract. The postings are anticipated awards only, subject to protest.
  - 1. A contract is not effective prior to final award being made by the State; some contracts may be subject to Legislative review prior to final award.

## 1.5 CLARIFICATION OF SOLICITATION

- A. Submit questions regarding this Solicitation via the Solicitation posting in ARBuy by midnight, Central Time on or before June 30, 2026.
  - 1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers, as applicable.
  - 2. Prospective Contractors' written questions will be consolidated and answered by the State as deemed appropriate. The State's consolidated written response is anticipated to be posted to the Solicitation posting in ARBuy by the close of business on July 7, 2026. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the SAS OSP Procurement Specialist of any term, condition, etc., that precludes the Prospective Contractor from submitting a Responsive Bid.
- C. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- D. Prospective Contractors may contact the SAS OSP Procurement Specialist with non-substantive questions at any time prior to the bid opening.
- E. An oral statement by SAS OSP will not be part of any contract resulting from this Solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by SAS OSP.

## 1.6 RESPONSE DOCUMENTS

- A. All bids **must** be submitted through ARBuy, the State's eProcurement system. The system can be accessed at [arbuy.arkansas.gov](http://arbuy.arkansas.gov).
  - 1. Prospective Contractors **must** be registered in ARBuy to submit bids.
- B. *Bid Response Packet*
  - 1. Prospective Contractors **shall** utilize the *Bid Response Packet* attached to the Solicitation in ARBuy to submit their bids.
  - 2. The following are bid submission Requirements and **must** be submitted as part of a Prospective Contractor's bid.
    - a. Signed Bid Signature Page; signature may be ink or digital.
    - b. Completed Bid Response Packet, which **must** be in English.
    - c. Completed *Official Bid Price Sheet* attached to Solicitation posting.
      - i. Pricing **must** be proposed in U.S. dollars and cents.

- ii. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **must** bid unit price on the estimated quantity and unit of measure specified.
    - The State may order more or less than the estimated quantity on term contracts, and the Contractor **shall** sell to the Department quantities ordered at no more than the bid price.
  - iii. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the SAS OSP Procurement Specialist during the Clarification of Solicitation period (see IFB Section 1.7).
  - iv. Prices **must** be firm offers and adjustments may be negotiated at the time of contract annually.
  - v. Fuel cost may be negotiated at the time of annual renewal and **must** only be increased or decreased by percent based on the [EIA Fuel Index](#) for the Gulf Coast Region (PADD 3)
    - 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.
  - vi. Discount from list bids pricing is not acceptable unless requested elsewhere in the Solicitation.
  - vii. State and local sales taxes should not be included in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- d. Copy of Prospective Contractor's *Equal Opportunity Policy*
- i. 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*. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
- e. *Proposed Subcontractors Form* (see [SRV-1](#), section 14)
3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's bid response:
- a. *EO 98-04 Contract & Grant Disclosure Form* (see [SRV-1](#), section 11)
  - b. *Voluntary Product Accessibility Template (VPAT)*, if applicable
4. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional marketing information.
- a. Prospective Contractors should not alter any language in Solicitation document(s) or *Official Bid Price Sheet* provided by the State.
  - b. Prospective Contractors' bids cannot be altered or amended after the bid opening except as permitted by law or rule.
  - c. As requested, Prospective Contractors **shall** provide clarification regarding Prospective Contractor's bid response.
- C. Prospective Contractors may submit multiple bids.

## SECTION 2 – SPECIFICATIONS AND REQUIREMENTS

### 2.1 OBJECTIVE 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 SCHOOL LOCATIONS FOR PICKUP AND DELIVERY OF STUDENTS

Arkansas School for the Deaf and Blind  
2400 W. Markham St.  
Little Rock, AR 72205

### 2.4 PROSPECTIVE CONTRACTOR QUALIFICATIONS

- A. The Contractor **shall** have a minimum of five (5) years' experience in similar style transportation services.
- B. To enable effective service performance, the Prospective Contractor's office, bus shop, and depot **must** be located within Central Arkansas. The Prospective Contractor **shall** have an office, bus shop, and depot located in Central Arkansas. For the purposes of this IFB, Central Arkansas is defined as the Central Region of the ADEM Emergency Management Areas by Region Map (See Appendix 1), 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
- C. 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.
- D. 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.

## 2.5 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.

## 2.6 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.

## 2.7 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.

## 2.8 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.

## 2.9 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.

## 2.10 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.

**2.11 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 1) 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.)

**2.12 PERFORMANCE STANDARDS** [this section is only required for services contracts equal to or more than \$1,000,000 in a single contract year or \$7,000,000 Total Projected Cost; however, performance standards are recommended for all services contracts.]

- A. State law requires that contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.
- B. 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. *Table A: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.
- D. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- E. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. 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. In these instances, the State has final determination of the performance acceptability.
- F. 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.

**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. 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.
- 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 submitting 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.
  3. Qualifications, services, and commodities **must** meet or exceed the required Specifications as set forth in the Solicitation.

### 3.2 GENERAL TERMS AND CONDITIONS

- A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting [ark.org/vendor/index](http://ark.org/vendor/index) and clicking the *Start Here* button.
- B. All payments to the Contractor under a resulting contract **shall** be made exclusively through ACH (Automated Clearing House) direct deposit.
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.
- C. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods 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).

- D. 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).
- E. 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).
- F. 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. The Contractor should invoice the agency by an itemized list of charges. The Department's purchase order number and/or the contract number should be referenced on each invoice.
  - 2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of commodities and services by the Department.
  - 3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the commodities or services purchased as a whole.
- G. The Contractor should be able to accept the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- H. This IFB incorporates all terms of the *Services Contract (SRV-1) Fillable Form* (found [here](#)).
  - 1. The contract template is attached to the Solicitation in ARBuy as a sample for your information only.
- I. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this IFB.
- J. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
  - 1. Items may only be modified if the legal requirement is satisfied and approved by the State during negotiations.
- K. 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.

### 3.3 PROPRIETARY INFORMATION

- A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).
- B. Submission documents pertaining to the Solicitation become the property of the State and may be subject to the Arkansas Freedom of Information Act (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. By so 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.
- F. 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. 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.
- G. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- H. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. 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.
- I. 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.