STATE OF ARKANSAS

Department of Human Services
Office of Procurement
700 Main Street
Little Rock, Arkansas 72201

REVISION 2 INVITATION FOR BID

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	710-26-048	Solicitation Issued:	February 26, 2026
Description:	Cutaway Buses		
Department:	Department of Human Services, Division of Developmental Disabilities Services (DDS)		

SUBMISSION DEADLINE			
Bid Submission Date/Time	March 10, 2026, 2:00 p.m., Central Time	Bid Opening Date/Time:	March 11, 2026, 2:00 p.m., Central Time

Bids **shall not** be accepted after the designated bid submission date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Contractor to submit proposals at the designated location on or before the bid submission date and time. Bids received after the designated bid submission date and time **shall** be considered late and **shall** be returned to the Contractor without further review. It is not necessary to return "no bids" to the Office of Procurement.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Little Rock, AR 72201
United States mail (USPS):	***Note: Hand delivered responses must be delivered to and logged by the security desk at 700 Main Street prior to the bid submission deadline to be accepted otherwise these deliveries will not be accepted and may be disqualified. Receipts for submissions will NOT be issued to bidders.***
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437 Arkansas Department of Human Services Attn: Office of Procurement 112 West 8th Street, Slot W345 Little Rock, AR 72201 Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. **Prospective Contractors assume all risk for timely, properly submitted deliveries.**
Bid's Outer Packaging:	If the bid packet is not sealed and properly marked with the below information, the package may be opened for bid identification purposes. • Solicitation number • Date and time of bid opening • Prospective Contractor's name and return address

OFFICE OF PROCUREMENT CONTACT INFORMATION			
Department Buyer:	Jordan Philson	Buyer's Direct Phone Number:	501-396-6095
Email Address:	DHS.OP.Solicitations@dhs.arkansas.gov	DHS Main Number:	501-682-1001
Department Website: OSP Website:	DHS Procurement Announcements OSP Bid Opportunities		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS), Division of Developmental Disabilities Services (DDS) to obtain pricing and a contract for cutaway buses.

1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT (NON-NEGOTIABLE)

According to §19-61-802, this proposal and any resulting contract may be available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected Contractor. Upon agreement by the parties, they may enter into an agreement as provided in this solicitation.

1.3 TYPE OF CONTRACT

A. A Firm contract will be awarded to a single Contractor.

B. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.

C. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is May 1, 2026.

1.4 ISSUING AGENCY

The OP, as the issuing office, is the sole point of contact throughout this solicitation process. Vendor questions regarding this Bid Solicitation should be made through the State's buyer as shown on page two of this document. Contractor's questions will be answered as a courtesy and at Contractor's own risk.

1.5 BID OPENING LOCATION

Bids submitted by the opening date and time will be opened via video conference. DHS will publish a link to the live bid opening on the DHS website for public access. Individuals will not be permitted to attend in-person. If the bid opening cannot be held as scheduled due to technical or other issues, DHS will publish an updated schedule and video conference link on the DHS website.

1.6 DEFINITION OF REQUIREMENT

A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that Contractor's agreement to and compliance with that item is mandatory.

B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the Contractor's bid or in subsequent correspondence, **shall** cause the Contractor's bid to be disqualified.

1.7 DEFINITION OF TERMS

A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.

B. The words "bidder," "vendor," and "contractor" are used synonymously in this document.

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

1.8 RESPONSE DOCUMENTS

A. Bid *Response Packet*

The following items are submission requirements and must be submitted in the *Response Packet*.

1. A hard copy of the original response packet must be received on or before the bid submittal date and time. Printed copies should be single sided.

2. An official authorized to bind the Contractor(s) to a resultant contract **must** sign the *Bid Signature Page*.

3. Contractor's signature on this page **shall** signify Contractor's agreement that either of the following **shall** cause the Contractor's bid to be disqualified:

a. Additional terms or conditions submitted intentionally or inadvertently.
b. Any exception that conflicts with a Requirement of this *Bid Solicitation.*

4. The following items **shall** be submitted with the *Bid Response Packet in a sealed envelope*:

a. *Response Signature Page*.
b. Proposed Subcontractors Form.
c. Vendor Agreement and Compliance.
d. Official Bid Price Sheet
e. EO 98-04 *Contract and Grant Disclosure Form (Attachment A)*
f. Signed Addenda, if applicable.
a. Other documents and/or information as may be expressly required in this Bid Solicitation. Label documents and/or information so as to reference the Bid Solicitation's item number.

5. DO NOT include any other documents or ancillary information, such as a cover letter or promotional/marketing information. **Submit one (1) electronic copy of the response packet, including the *Official Bid Price Sheet*, preferably on a flash drive and one (1) hard copy. To the extent possible, all electronic files should be a single document in PDF format.**

B. *Official Bid Price Sheet*. (See *Pricing.)*
1. Contractor's original *Official Bid Price Sheet* and *Cost Proposal Template (if applicable)* **must** be submitted in hard copy format.

2. Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet* and *Cost Proposal Template* (if applicable), preferably on a flash drive, in a single PDF file.

3. The *Official Bid Price Sheet* and *Cost Proposal Template* (if applicable*)*, including the hard copy and electronic copy should be clearly marked as "Pricing."

1.9 AGREEMENT AND COMPLIANCE PAGE

A. Contractor **must** sign the *Agreement and Compliance Page* relevant to each section of the *Bid Solicitation Document.* The *Agreement and Compliance Page* is included in the Bid *Response Packet*.

B. Contractor's signature on this page **shall** signify agreement to and compliance with all requirements within the designated section.

1.10 SUBCONTRACTORS

A. Contractor **must** complete and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet* to indicate Contractor's intent to utilize, or to not utilize, subcontractors.

B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.

C. The utilization of any proposed subcontractor is subject to approval by the State agency.

1.11 PRICING

A. Contractor(s) **must** include all pricing on the Official Bid Price Sheet and *Cost Proposal Template* (if applicable) only. Any cost not identified by the successful Contractor but subsequently incurred in order to achieve successful operation **shall** be borne by the Contractor. The *Official Bid Price Sheet* and *Cost Proposal Template* (if applicable) are provided as separate attachments posted with this bid solicitation.

B. To allow time to evaluate bids, prices **must** be valid for 180 days following the bid opening.

C. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.

D. All bid pricing **must** be in United States dollars and cents.

E. The Official Bid Price Sheet may be reproduced as needed.

F. Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices shall be firm and shall not be subject to escalation unless otherwise specified in the Bid Solicitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the Bid Solicitation.

G. Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

1.12 PRIME CONTRACTOR RESPONSIBILITY

A. A joint bid submitted by two (2) or more Contractors is acceptable. However, a single Contractor **must** be identified as the prime contractor.

B. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

1.13 INDEPENDENT PRICE DETERMINATION

A. By submission of this bid, the Contractor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:

1. The prices in the bid have been arrived at independently, without collusion.

2. No prior information concerning these prices has been received from, or given to, a competitive company.

B. Evidence of collusion **shall** warrant consideration of this bid by the Office of the Attorney General. All Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.14 PROPRIETARY INFORMATION (NON-NEGOTIABLE)

A. Documents submitted pertaining to this *Bid Solicitation* become property of the State and are subject to the Arkansas Freedom of Information Act (FOIA) (*see* Ark. Code Ann. § 25-19-101, et seq.).

B. In accordance with FOIA, all public records shall be open to inspection unless specifically exempted from disclosure. In the interest of promoting maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may be exempted from the Public Records Act pursuant to FOIA.

C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under FOIA and any other applicable law by submitting a redacted copy of the response. By redacting any information contained in the response, the Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted are exempt from disclosure pursuant to Ark. Code Ann. § 25-19-105(b). The Arkansas FOIA has a presumption of openness. It is to be liberally interpreted, and exemptions are to be narrowly construed. For each redaction, Prospective Contractor **must** provide detailed justification as to how disclosure of the redacted information would give advantage to competitors. As custodian of the records, the State has the legal authority to review redactions to determine whether each are specifically and sufficiently justified to retain redaction prior release. **Evidence that demonstrates that the Prospective Contractor meets the minimum qualifications of this IFB must be minimally redacted.**

D. Under no circumstances will pricing information be designated as confidential.

E. One (1) complete electronic copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the Response Packet. Do not submit documents via e-mail or fax.

F. Except for the redacted information, the redacted copy **must** be identical to the original hard 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 shall be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.

I. If a redacted copy of the submission documents is not provided with Contractor's Technical Proposal Packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).

J. The State will release any redacted information deemed to be subject to FOIA; the State will **not** contact the Prospective Contractor prior to the release of documents.

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

1.15 CAUTION TO VENDORS

A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OP.

B. Contractor **must not** alter any language in any solicitation document provided by the State.

C. Contractor **must not** alter the Official Bid Price Sheet.

D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.

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

F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.

G. Contractor **must** provide clarification of any information in their response documents as requested by OP.

H. Bids **must** meet or exceed all defined specifications as set forth in this *Bid Solicitation*.

I. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

J. Contractors may submit multiple bids.

1.16 REQUIREMENT OF ADDENDUM

A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.

B. Contractors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the Bid Solicitation prior to submission of response.

C. An addendum posted within three (3) calendar days prior to the bid opening shall extend the bid opening and may or may not include changes to the Bid Solicitation.

D. The Contractor shall be responsible for checking the following websites listed on page one (1) for any and all addenda up to bid opening.

1.17 CONTRACTOR SELECTION

A. Award Determination

1. Award is expected to be made to lowest responsible, responsive bidder based on Grand Total. Consideration will only be given to those that bid all line items. Bidders must meet minimum

qualifications. Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

2. The State reserves the right to determine that received costs from any vendor are unreasonable (too high for the requirements of the subject solicitation) or unrealistic (too low to reflect the ability of the offeror to meet the requirements of the solicitation). When it is determined by the State that pricing is potentially unrealistic or unreasonable, the State may request an offeror to clarify elements of pricing, and the offeror may be removed from consideration for a solicitation, at the sole discretion of the State.

3. Contract award, extension, or renewal is contingent upon approval by DHS officials, subsequent approval by the OP, review by the Legislative Council and the availability of State funds. Changes to any non-financial portion of this agreement may be made with the agreement of both DHS and the Contractor.

B. Discussions and Negotiations

1. If the State so chooses, negotiations may be conducted with the lowest-bidding, responsive and responsible bidder if:
   a. All bids received from responsive and responsible bidders exceed available funding; or
   b. It appears that additional savings to the state may result from negotiation.

2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest-bidding, responsive and responsible bidder. 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.

3. Negotiations are conducted at the sole discretion of the State.

C. Anticipation to Award

1. Once an anticipated successful Contractor has been determined, the anticipated award will be posted on the websites listed on page one (1) of this IFB.

2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen (14) day posting period.

3. OP shall have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.

4. It is the Contractor's responsibility to check the above referenced websites for the posting of an anticipated award.

5. These notices are anticipated awards only and are subject to protest.

D. Issuance of Contract

1. Any resultant contract of this Bid Solicitation shall be subject to State approval processes which may include Legislative review.

2. An Office of Procurement Official will be responsible for award and administration of any resulting contract.

1.18 EQUAL EMPLOYMENT OPPORTUNITY POLICY

A. In compliance with Arkansas Code Annotated § 19-60-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.

B. EO Policies should be included as a hardcopy accompanying the solicitation response.

C. The submission of an *EO Policy* to the OP is a one-time requirement. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.

D. Contractors, who are not required by law by to have an *EO Policy*, **must** submit a written statement to that effect.

1.19 COMBINED CERTIFICATIONS

A. Pursuant to Arkansas law, a Contractor must certify compliance with the certification requirements listed below that are relevant to the contractor's performance under the resulting contract and will remain so for the aggregate term of any resultant contract. Additionally, Contractor agrees and certifies they shall comply with all Arkansas laws applicable to the contractor's performance under the resulting contract.

1. Boycott Israel. See Arkansas Code Annotated § 25-1-503.
2. Knowingly employ or contract with illegal immigrants. See Arkansas Code Annotated § 19-60-105.
3. Boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries. See Arkansas Code Annotated § 25-1-1102.
4. Employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

1.20 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically Ark. Code Ann. § 19-61-506 and OSP Rule 19 CAR § 1-527(b)), a vendor's past performance with the State may be used to determine if the vendor is "responsible." Proposals submitted by vendors determined to be non-responsible **shall** be disqualified.

1.21 PROCUREMENT CARD ACCEPTANCE (IF APPLICABLE)

A. Awarded Contractor should have the capability of accepting the State's authorized Procurement Card (p-card) as a method of payment.

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

C. P-card is not the exclusive method of payment.

1.22 PUBLICITY

A. Contractors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OP's prior written approval.

B. Failure to comply with this Requirement **shall** be cause for a Contractor's bid to be disqualified.

1.23 RESERVATION

The State **shall not** pay costs incurred in the preparation of a bid.

1.24 DATA LOCATION (NON-NEGOTIABLE)

Contractor shall under no circumstances allow Arkansas data to be relocated, transmitted, hosted, accessed, or stored outside the continental United States in connection with any services provided under this contract entered into under this IFB, either directly by the Contractor or by its subcontractors.

1.25 SCHEDULE OF EVENTS

Public Notice of IFB	February 26, 2026
Date and Time for Bid Submission	March 10, 2026, 2:00 p.m. CST
Date and Time for Bid Opening	March 11, 2026, 2:00 p.m CST
Intent to Award Announced, On or About	March 20, 2026
Contract Start (Subject to State Approval)	May 1, 2026

1.26 STATE HOLIDAYS

Holidays are those days as declared legal state holidays by authority of Act 304 of 2001. Those days are as follows:

New Year's Day	January 1
Dr. Martin Luther King Jr.'s Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

Additional days can be proclaimed as holidays by the Governor through executive proclamation. State offices are normally closed on holidays however, there are occasions (i.e. during legislative sessions) when it may become necessary to keep state offices open on holidays. The Contractor shall maintain adequate staff on such working holidays.

SECTION 2 – MINIMUM REQUIREMENTS

2.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS), Division of Developmental Disabilities Services (DDS) to obtain pricing and a contract for cutaway buses.

2.2 SERVICE DELIVERY LOCATION

All services **must** be provided during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The Contractor **shall** give the agency immediate notice of any anticipated delays that will affect the service delivery requirement.

DHS, at its sole discretion, reserves the right to request services for additional DHS divisions and locations.

2.3 MINIMUM QUALIFICATIONS

The Contractor **must** meet the following requirements:

A. The Contractor **must** be registered to do business in the State of Arkansas and in good standing by the initial start of any resulting contract. For verification purposes, Contractor **must** provide a Certificate of Good Standing, Certificate of Authority, other required Arkansas Secretary of State documentation such as non-filing or nonqualifying statements, upon DHS request.

B. The bidder **must** include a copy of all required licensure and certification documents in the bidder's response to this solicitation. See "Response Documents."

C. The Contractor **must** be licensed by the Arkansas Motor Vehicle Commission as allowed by Arkansas Code §23-112-301 and §23-112-312. . For verification purposes, Prospective Contractor **must** submit a current copy of their Arkansas Dealers License issued by the Arkansas Motor Vehicle Commission with bid submission.

2.4 SCOPE OF WORK

A. Contractor shall state the proposed year, make, model, and vehicle identification number (VIN) for each cutaway bus on the *Official Bid Price Sheet.*

B. The Contractor **shall** provide one (1) 13-passenger vehicle, one (1) 24-passenger vehicle, and one (1) 7-passenger vehicle equipped to accommodate two (2) wheelchairs. At a minimum, vehicle(s) **shall** comply with the specifications and component requirements set forth in this IFB, or approved equivalents as determined by the Division.

C. The Contractor **shall** furnish and deliver one (1) new, unused small cutaway shuttle bus constructed on a Ford E-450 cutaway chassis or approved equivalent. The vehicle **must** be configured for approximately 13 ambulatory passengers, plus driver and **must not** include a wheelchair lift.

1. **SMALL CUTAWAY BUS (20') WITHOUT WHEELCHAIR LIFT SPECIFICATIONS**

Specifications	Minimum Requirements
Model Year	New, 2025 or 2026
Passenger Size	13 Passengers
Design	Cutaway
Length	20' Feet 21' and 11" bus will be accepted as long as a CDL is not required to operate the 21' and 11" bus
Engine	7.3L V8 Gas
Horsepower	325 hp @ 3,750 RPM
Torque	450 lb.-ft @ 3,750 RPM
Transmission	6-speed automatic with driver-selectable tow/haul mode
Towing Capacity	Up to 10,000 lbs.

Chassis	Dual wheeled truck chassis with a minimum of 12,500 GVRW
Fuel Tank	Minimum 40-gallon capacity; located in a protected area under the floor
Front Entrance Door	Ambulatory, electrical/mechanical power unit. Consisting of two panels, folding transit type, minimum width clean center opening of 26", minimum height from lower step to door header of 75"
Front Entrance Door Lock	Exterior key lock system
Front Entrance Step Design	Designed and constructed of corrosion resistant materials with strength and reinforcing to accommodate a 250lb passenger
Front Entrance Step Height	Maximum riser height 10"; Minimum tread depth of 8". A minimum of one (1) shielded LED light.
LED Lights	Six (6) passenger LED lights and one (1) driver dome mounted courtesy LED light
Rear Door	Rear fiberglass door; Rear exit with alarm
Air Conditioning	AC Factory Installed, Front and Rear
Air Bags, Front, Both Sides	Required
Floor Mats	Front and Rear, Color to Match Interior
License Plate Brackets	Front and Rear
Paint - Exterior	White
Radio	Mfg. Standard AM/FM/CD Stereo with public address mode and Bluetooth Capability. Four (4) or more speakers installed in locations to provide uniform sound within the passenger area.
External Speaker	Weather resistant external speaker
~~Personal Protective Equipment~~	~~No sneeze guards~~
Seat Belt	Retractable or Non-Retractable. Standard per manufacturer
Spare Tire	Mounted Full Size Spare
Steering	Power Steering
Stability Control	Stability Control System
Transmission	Automatic Transmission
Upholstery	Plush Fabric or Vinyl with Antimicrobial Treatment
Keys	Two (2) keys minimum

D. The Contractor **shall** furnish and deliver one (1) new, unused medium cutaway shuttle bus constructed on a Ford E-450 cutaway chassis or approved equivalent. The vehicle **must** be configured for approximately 24 ambulatory passengers, plus driver and **must not** include a wheelchair lift.

1. MEDIUM CUTAWAY BUS (25') WITHOUT WHEELCHAIR LIFT SPECIFICATIONS

Specifications	Minimum Requirements
Model Year	New, 2025 or 2026
Passenger Size	24 Passengers
Design	Cutaway
Length	25' Feet
Engine	7.3L V8 Gas
Horsepower	325 hp @ 3,800 RPM
Torque	450 lb.-ft @ 3,800 RPM
Transmission	6-10 speed automatic with driver-selectable tow/haul mode
Towing Capacity	Up to 10,000 lbs.

Chassis	Dual wheeled truck chassis with a minimum of 14,500 GVRW
Fuel Tank	Minimum 55-gallon capacity; located in a protected area under the floor
Front Entrance Door	Ambulatory, electrical/mechanical power unit. Consisting of two panels, folding transit type, minimum width clean center opening of 26", minimum height from lower step to door header of 75"
Front Entrance Door Lock	Exterior key lock system
Front Entrance Step Design	Designed and constructed of corrosion resistant materials with strength and reinforcing to accommodate a 250lb passenger
Front Entrance Step Height	Maximum riser height 10"; Minimum tread depth of 8". A minimum of one (1) shielded LED light.
LED Lights	Six (6) passenger LED lights and one (1) driver dome mounted courtesy LED light
Rear Door	Rear fiberglass door; Rear exit with alarm
Air Conditioning	AC Factory Installed, Front and Rear
Air Bags, Front, Both Sides	Required
Floor Mats	Front and Rear, Color to Match Interior
License Plate Brackets	Front and Rear
Paint - Exterior	White
Radio	Mfg. Standard AM/FM/CD Stereo with public address mode and Bluetooth Capability. Four (4) or more speakers installed in locations to provide uniform sound within the passenger area.
External Speaker	Weather resistant external speaker
Spare Tire	Mounted Full Size Spare
Steering	Power Steering
Stability Control	Stability Control System
Transmission	Automatic Transmission
Upholstery	Vinyl
Keys	Two (2) keys minimum
Bumper	Rear safety bumper
Brake System	ABS brake system, Power front, Rear disc, four-wheel anti-lock
Seat Belt	Retractable or Non-Retractable; Standard per manufacturer
Mirrors	2 Outside, Right and Left, 1 Inside
Flooring	Raised or Non-Raised, Flat Floor with Gerflor, or approved equivalent floor covering

E. The Contractor **shall** furnish and deliver one (1) new, unused medium roof conversion bus with wheelchair lift or approved equivalent. The vehicle **must** be configured for approximately 7 ambulatory passengers, plus two (2) wheelchairs, and a driver. The medium roof conversion bus **must** include a wheelchair lift and comply with the Americans with Disabilities Act (ADA).

1. MEDIUM ROOF CONVERSION VAN (20') WITH WHEELCHAIR LIFT SPECIFICATIONS

Specifications	Minimum Requirements
Model Year	New, 2025 or 2026
Passenger Size	7 Passenger + 2 Wheelchairs
Wheelchair Lift	1,000lb wheelchair lift meeting ADA specifications
Wheelchair Restraint Systems	Two (2) retractable wheelchair restraint systems
Flip Seat	One (1) double forward facing foldaway flip seat
Design	Cutaway
Length	20’ Feet
Engine	Ford E-Series: 7.3L V8 Ford Transit: Standard 3.5L V6 or available 3.5L EcoBoost V6
Horsepower	275-325 hp @ 3,800
Torque	450 lb-ft @ 3,800
Transmission	6-10 speed heavy-duty automatic
Towing Capacity	Up to 10,000 lbs.
Chassis	Standard per manufacturer
Fuel Tank	Minimum 40-gallon capacity; located in a protected area under the floor
Door(s)	Entry door, Side entry wheelchair door, Rear door
Front Entrance Door	Ambulatory, electrical/mechanical power unit. Consisting of two panels, folding transit type, minimum width clean center opening of 26”, minimum height from lower step to door header of 75”
Front Entrance Door Lock	Exterior key lock system
Front Entrance Step Design	Designed and constructed of corrosion resistant materials with strength and reinforcing to accommodate a 250lb passenger
Front Entrance Step Height	Maximum riser height 10”; Minimum tread depth of 8”. A minimum of one (1) shielded LED light.
LED Lights	Six (6) passenger LED lights and one (1) driver dome mounted courtesy LED light
Rear Door	Rear fiberglass door; Rear exit with alarm
Air Conditioning	AC Factory Installed, Front and Rear
Air Bags, Front, Both Sides	Required
Floor Mats	Front and Rear, Color to Match Interior
License Plate Brackets	Front and Rear
Paint - Exterior	White
Radio	Mfg. Standard AM/FM/CD Stereo with public address mode and Bluetooth Capability. Four (4) or more speakers installed in locations to provide uniform sound within the passenger area.
External Speaker	Weather resistant external speaker
Spare Tire	Mounted Full Size Spare
Steering	Power Steering
Stability Control	Stability Control System
Transmission	Automatic Transmission
Upholstery	Vinyl
Keys	Two (2) keys minimum
Bumper	Rear safety bumper
Brake System	ABS brake system, Power front, Rear disc, four-wheel anti-lock

Seat Belt	Retractable or Non-Retractable; Standard per manufacturer
Mirrors	2 Outside, Right and Left, 1 Inside
Flooring	Raisedor Non-Raised, Flat Floor with Gerflor, or approved equivalent floor covering

2.5 WARRANTY

A. From date of delivery, each vehicle **must** be accompanied with a factory, comprehensive warranty including bumper-to-bumper, powertrain, corrosion, and roadside assistance. The warranty **must** certify that the vehicle is of good material and workmanship and that the replacement of any part or parts that fail under normal use within the designated period, free of negligence or accident, will be promptly repaired or replaced at NO cost to the agency, institution, or other public entity that purchased the vehicle.

B. Contractor shall warrant and guarantee that the title to each vehicle is free and clear of liens and without defects, accidents, flooding, or other damage that caused an insurer to alter the title.

2.6 INSPECTION AND TEST PROCEDURES

A. The awarded Contractor **shall** be responsible for performing all inspections required herein.

B. DHS reserves the right to make any inspections on selected vehicles deemed necessary, for evaluation purposes, to ensure compliance with this specification.

2.7 PRE-DELIVERY REQUIREMENTS

A. The Passenger Bus(s) being furnished to DHS must be new and delivered as specified by this IFB.

B. The Passenger Bus **must** meet all of the following minimum specifications prior to delivery:

1. Be furnished with all interiors, exterior trim and appointments listed by the manufacturer in printed specifications and literature as standard equipment.
2. Be equipped with all safety equipment required by the State of Arkansas and applicable Federal Regulations.
3. Be completely serviced, cleaned, and thoroughly inspected by the Contractor prior to delivery to the ordering entity.
4. **Must** not contain dealer advertisement or insignia.
5. Complete lubrication.
6. Full crankcase with oil.
7. Engine adjustment to proper operating conditions.
8. Inflated tires to proper pressure.
9. Perfect operation of all mechanical features.
10. Front end alignment and balanced wheels.
11. Clean with all unnecessary tags, stickers, papers, etc. removed.
12. Window price sticker affixed.

13. Full tank of fuel in each vehicle.

14. License plate holders installed on the front and rear.

2.8 Vehicles **must** be furnished with all interiors, exterior trim and appointments listed by the manufacturer in printed

REGISTRATION FEES

In accordance with Act 484 of 2009 and Act 351 of 2011, all Arkansas motor vehicle dealers are required to print and place Temporary Buyer's Tags on all unregistered vehicles at the time of sale. Temporary Tag Fees will be ascertained and added to the Vehicle Registration Certificate Form. Contractors may not charge fees higher than the established amounts. Fees may be increased only as rate changes are imposed by the Arkansas Legislature.

2.9 ACKNOWLEDGEMENTS AND PAYMENTS

A. Upon delivery of the vehicle(s), the Contractor **shall** provide, to the ordering entity, the original invoice, odometer statement, certificate of origin, and any other documentation required to license and pay sales tax on the vehicle.

B. To ensure prompt payment, Contractor **shall** provide, to the ordering entity, a copy of the invoice and the signature of the agency representative on a copy of the purchase order or any other receiving document and date received to the "bill to address".

2.10 DELIVERY: FOB DESTINATION

Deliver to:
Arkansas Department of Human Services
ATTN: Victor Eackles
108 East 7th Street
Little Rock, Arkansas 72203

A. DHS requests delivery within fourteen (14) to thirty (30) calendar days after receipt of the order. If this delivery date cannot be met, the Prospective Contractor shall state the alternate number of days required to place the commodity in the ordering agency's designated location. (See Bid Response Packet.) Failure to state the alternate delivery time obligates the Contractor to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the State.

B. All deliveries **must** be coordinated and arranged with DHS during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The Contractor **shall** give DHS immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.

C. Loss or damage that occurs during shipping, prior to the order being received by DHS, is the Contractor's responsibility. All orders should be properly transported to prevent damage.

D. DHS assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the agency's purchase order.

E. Bid prices **must** include prepaid delivery of all vehicles to the ordering agency regardless of location within the State of Arkansas. If delivery time, stated for a particular vehicle is considered excessive by DHS, the bid for that vehicle may be rejected. Failure to deliver the vehicle within the stated time may result in cancellation of the order of vehicle(s). If cancellation occurs, DHS may purchase the vehicle(s) from another source and charge the difference (if any) to the defaulting Contractor.

2.11 ACCEPTANCE STANDARDS

A. Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt.

B. The State has the option to return any product(s) within the thirty (30) day timeframe for any reason.

C. Bid must include a "total satisfaction" return policy for all products and must not impose any liability on the State for such returns.

2.12 PRIVACY AND SECURITY

A. The Contractor shall ensure and maintain compliance with the most current version of Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), The Privacy Act of 1974, Arkansas Personal Information Protection Act (A.C.A. § 4-110-104), and other Federal and State privacy and security standards. Prior to award, the Contractor must complete and sign a Business Associate Agreement (BAA), if applicable.

B. The State of Arkansas Security and Privacy policies (Policies: 1001 -1003, 1053, 1074, 1095, 4001 - 4013, and 5000 - 5011) can be found at: https://humanservices.arkansas.gov/dhs-policies.

C. The Contractor shall disclose any breaches of privacy or security by contacting the DHS Information Technology Security Office within one (1) business day of the discovery of the breach at DHSITSecurity@dhs.arkansas.gov if it is a threat to DHS systems, or the DHS Privacy Office at DHSPrivacyInvestigator@dhs.arkansas.gov for privacy concerns.

D. The Contractor shall use protected health information and/or other confidential information only in a manner that is necessary to provide the services required in this solicitation.

E. The Contractor shall safeguard the use and disclosure of, and restrict access to, protected health information and/or other confidential information.

SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS

- ***Do not*** *provide responses to items in this section.*

3.1 PAYMENT AND INVOICE PROVISIONS

A. All invoices **shall** be forwarded to: Victor.Eackles@dhs.arkansas.gov

B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.

C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.

D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.

E. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

F. Other sections of this *Bid Solicitation* may contain additional requirements for invoicing.

G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors must register on-line at vendor.ark.org.

3.2 GENERAL INFORMATION (NON-NEGOTIABLE)

A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a thirty (30) day written notice to the Contractor/lessor in the event funds are not appropriated.

B. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.

C. The State **shall not** continue a contract once any equipment has been repossessed.

D. Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contactor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission. Any litigation involving the State **must** take place in Pulaski County, Arkansas.

E. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

F. The State **shall not** enter a contract which grants to another party any remedies other than the following:
- The right to possession.
- The right to accrued payments.
- The right to expenses of de-installation.
- The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
- The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

G. The laws of the State of Arkansas **shall** govern this contract.

H. A contract **shall not** be effective prior to award being made by a State Procurement Official.

I. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:

- The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and

- The contract has required the State to carry insurance for such risk.

3.3 CONDITIONS OF CONTRACT

A. The Contractor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.

B. The Contractor agrees to the DHS Standard Terms and Conditions as presented in Attachment B, a Commodity Contract as presented in Attachment C, , and the Organizational or Personal Conflict of Interest policy as presented in Attachment D. Do not complete and return any of the above-named attachments. They are for your information only.

C. The State shall have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.

D. Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

E. This IFB incorporates all terms in Attachment B – *General Terms and Conditions for Non-State Agency* and *Commodity Contract.* The former shall be given priority in case of conflict between the terms.

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

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

- Items may only be modified if the legal requirement is satisfied and approved by the State during Discussions.

3.4 PERFORMANCE BONDING

A. The Contractor **shall** be required to obtain performance bonds to protect the State's interest as follows:

1. The amount of the performance bonds **shall** be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for the protection of the State. Such performance bond must be provided to DHS prior to signing the contract.

2. The State shall require additional performance bond protection when a contract price is increased or modified.

   The Contractor shall submit documentation to the satisfaction of the State that a performance bond has been obtained. The performance bond must be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of contract execution and within one calendar day of DHS request thereafter.

3. The contractor **shall** notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation **must** be provided to the State with each required notice.

4. Failure to provide is a breach of contract and may result in immediate contract termination, prohibition against future bidding with the State, the addition of Contractor to the DHS excluded provider list, etc.

B. The Contractor hereby represents and warrants to the State that there are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency, or other governmental instrumentality having jurisdiction over the Contractor or its properties, including but not limited to, the United

States Bankruptcy Court as of the date on the Response Signature Page. Additionally, Contractor **shall** provide immediate written notice to the State of any proceeding or investigation (i) seeking to prevent the consummation of any of the transactions contemplated by any resulting Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of its obligations hereunder, or the validity or enforceability of any resulting Contract. The State reserves the right to disqualify Prospective Contractor(s) subject to proceedings or investigations that may materially and adversely affect Contractor's ability to perform its obligations under the contract if it deems it to be in the best interest of the State.

3.5 RECORD RETENTION

A. The Contractor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.

B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

3.6 PRICE ESCALATION

A. Price increases may be considered at the time of contract renewal, but any request for an increase in rates must be submitted to DHS six (6) months prior to renewal with accompanying justification. Contractor must provide to DHS and its Office of Procurement (OP) a written request for the price increase. The request must include supporting documentation demonstrating that the increase in contract price is based on an increase in bid price including detailed information related to unforeseen circumstances not considered within the initial submitted bid price. 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. DHS shall have the right to require additional information pertaining to the requested increase.

B. Increases will not be considered to increase profit or margins.

C. DHS shall have the right to approve or deny the request.

D. Medicaid Enrolled Provider Rates. For any contractors who are also enrolled Medicaid providers, such rates and any changes thereto are governed by statutory approval protocols. As such, DHS cannot unilaterally increase approved said Medicaid rates through a contract amendment. See Ark. Code Ann. §§ 20-76-112 and 20-77-110.

3.7 CONFIDENTIALITY

A. The Contractor, Contractor's subsidiaries, and Contractor's employees **shall** be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.

B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.

C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

3.8 CONTRACT INTERPRETATION

Should the State and Contractor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of the State **shall** be final and controlling.

3.9 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **must** be fully performed.

3.10 COMMODITIES (NOTE: NOT APPLICABLE TO SOLICITATIONS STRICTLY FOR SERVICES)

A. **QUANTITIES**: Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. 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. Quantities stated on firm contracts are actual Requirements of the ordering agency.

B. **BRAND NAME REFERENCES**: Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.

C. **GUARANTY**: All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.

D. **SAMPLES**: Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor’s expense.

E. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE**: Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.

F. **DELIVERY ON FIRM CONTRACTS**: This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere, and any additional cost **shall** be borne by the Contractor.

G. **DELIVERY REQUIREMENTS**: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.

H. **STORAGE**: The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.

I. **DEFAULT**: All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor

must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.

J. **VARIATION IN QUANTITY**: The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

K. **AWARD**: Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.