



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

INVITATION FOR BID
SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	S000000007	Solicitation Issued:	May 7, 2021
Description:	Crop Hauling Services		
Department:	Arkansas Division of Corrections		

SUBMISSION DEADLINE AND DELIVERY OF RESPONSE DOCUMENTS			
Bid Opening Date:	June 2, 2021	Bid Opening Time:	2:00 p.m., Central Time
Bid responses for this Invitation for Bid must be submitted through ARBuy, the State's eProcurement system. It can be accessed at https://arbuy.arkansas.gov . Bids received after the submission deadline may be rejected as untimely. See section 1.2 for information regarding Live Bid Openings.			

TSS OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
TSS OSP Buyer:	Jennifer Trancoso	Buyer's Direct Phone Number:	501-371-6070
Email Address:	Jennifer.trancoso@arkansas.gov	TSS OSP's Main Number:	501-324-9316
TSS OSP Website:	https://www.transform.ar.gov/procurement/		

SECTION 1 – REQUIREMENTS

- **Do not** provide responses to items in this section unless specifically and expressly required.

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the TSS Office of State Procurement (TSS OSP) for the Arkansas Department of Correction (ADC) to obtain pricing and a contract for crop hauling services at ADC's Tucker Unit- Farm Operation. Direct all questions, comments, or concerns you may have regarding this solicitation to the TSS Office of State Procurement, not the Arkansas Department of Correction (ADC).

1.2 LIVE BID OPENING

Use the information below to view the bid opening online.

Zoom Meeting Link:

<https://arkansas-gov.zoom.us/j/88369141527?pwd=MGd4aEJBRG5XL09KZmZSbjdNWk00dz09>

Meeting ID: 883 6914 1527

Meeting Password: 062362

Dial-In Information: 877 853 5257 US Toll-free
888 475 4499 US Toll-free

1.3 CLARIFICATION OF SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Solicitation* via the solicitation posting in ARBuy by midnight, Central Time on or before May 21, 2021.
 1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 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 May 26, 2021. 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 TSS OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, Responsive Bid. 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.
- C. Prospective Contractors may contact the TSS OSP buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by TSS 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 TSS OSP.

1.4 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. "Prospective Contractor" means a responsible bidder who submits a Responsive Bid in response to this solicitation.
- C. The terms "Invitation For Bid", "IFB" and "Solicitation" are used synonymously in this document.

- D. "Responsive Bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- E. "Shall" and "Must" mean the imperative and are used to identify requirements.
- F. "Requirement" means something required.
- G. "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.
- H. "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.
- I. "Business Day" means a day occurring Monday through Friday, excluding State Holidays. A current listing of State Holidays can be found on the Arkansas Secretary of State's website at <https://www.sos.arkansas.gov/news/state-holiday-calendar/>.
- J. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- K. "Department" means the Arkansas Division of Corrections.
- L. "Gross Weight" means the weight of the truck when fully loaded with crops as determined by the ADC scales.
- M. "Load Ticket" means a ticket that shows information about the load such as the date, commodity, and destination.
- N. "Scale Ticket" means a ticket that shows information about the load such as date, time, Tare Weight, Gross Weight, and Net Weight.
- O. "Tare Weight" means the combination weight of an empty truck and an empty trailer prior to loading crops as determined by the ADC scales.

1.5 BACKGROUND INFORMATION

- A. Tucker Unit is located approximately twenty-five (25) miles Northeast of Pine Bluff in Jefferson County, Arkansas.
- B. Peak season for crop hauling services is August through October.
- C. Historically, corn is harvested August through September, soybeans are harvested August through November, and wheat is harvested in June.
- D. All quantities of commodities to be hauled are estimates based on approximate annual crop yields and not guaranteed. Department needs may vary; ADC reserves the right to increase or decrease the quantities on an as needed basis.
- E. Issuance of an award does not guarantee an order.

1.6 PROSPECTIVE CONTRACTOR QUALIFICATIONS

- A. At the time of bid submission, the Prospective Contractor **shall** have vehicles, drivers, and other necessary equipment and supplies currently available to provide the services specified in this IFB.
- B. Prospective Contractor's drivers **shall** possess a Commercial Driver License (CDL).
- C. Prospective Contractor **shall** have and maintain a minimum of \$1,000,000.00 liability coverage on Contractor's vehicles, equipment, and crops in transit throughout the term of a resulting contract, including all renewal periods.
 - 1. Prior to award, the Prospective Contractor **shall** submit certificates of insurance as proof of required insurance and each year prior to each renewal.

1.7 SITE LOCATION OF CROPS

- A. Crop hauling from the Tucker Unit will be out of the fields and drivers may experience long wait times to get loaded. Drivers **shall** plan in a manner that does not delay pick-up and delivery of crops.
- B. Tucker Unit has no set hours of operations. Contractor **shall** be available to provide Tucker Unit with crop hauling services seven (7) days per week, 365-days per year, including holidays.
- C. Crops are grown and hauled from:

Arkansas Division of Correction
Tucker Unit
2400 State Farm Road
Tucker, AR 72168

1.8 GENERAL REQUIREMENTS

- A. Prior to entering ADC property, the Contractor **shall** provide a list of trucks and/or trailers, identified by license plate number, to the Tucker Unit manager or designee.
 - 1. Contractor **shall** notify ADC of changes in trucks, trailers, and/or license plate numbers as soon as reasonably possible, but not more than 14-calendar days after the change occurs.
- B. Contractor **shall** allow ADC to search all vehicles entering ADC property at any time for illegal or smuggled freight. If illegal or smuggled freight is found, ADC will notify the appropriate authorities and the driver will be subject to charges being filed against them.

1.9 TRUCK AND TRAILER REQUIREMENTS

- A. Within three (3) hours of request from ADC, the Contractor **shall** provide two (2) dump trucks and/or hopper bottom trailers for hauling crops, as specified from ADC at the time of request.
 - 1. If the Prospective Contractor cannot supply the trucks and/or trailers and drivers within the requested three (3) hour time frame, ADC will hire other trucks to haul the crops. The Contractor **shall** reimburse ADC for all cost incurred that exceeds the contracted price.
 - 2. Trucks and/or trailers **must** have an 11-foot maximum clearance that will allow loading by grain carts.
- B. When requested by the Tucker Unit farm manager or designee and depending on the volume of crops to be hauled, the Contractor **shall** supply additional trucks and drivers within three (3) hours of notification from the Department.

1.10 DRIVER REQUIREMENTS

- A. Drivers **shall** present their CDL license to the ADC guard located in the guard shack before proceeding onto ADC property.
- B. Since all ADC facilities are tobacco free, drivers **shall** lock all tobacco products inside the driver's vehicle.
- C. Drivers **shall** keep their cell phone(s) secured in their possession at all times.
- D. Drivers **shall** remove key from the ignition, lock the vehicle, and keep keys in their possession when vehicles are left unattended.

1.11 LOADING, WEIGHING, AND HAULING REQUIREMENTS

- A. Prior to the truck and/or trailer being loaded with crops, the driver **shall** have the empty truck and/or trailer weighed on the ADC scales to establish a Tare Weight.
- B. After the Tare Weight is established, the ADC scale operator will enter the Tare Weight on a Scale Ticket showing the weight of the empty truck. The driver **shall** proceed to the fields to load the trucks and/or trailer with crops.
- C. After loading the crops into the truck and/or trailer, the driver **shall** proceed back to the ADC scales to obtain the Gross Weight. Note: ADC will allow drivers a onetime drive through to the weigh station for each load.
 - 1. Drivers **shall not** add to or subtract from the current load once they reach the ADC scales.
- D. After obtaining the Gross Weight, the ADC scale operator will complete the Scale Ticket and Load Ticket.
- E. The ADC scale operator and driver **must** sign and date the Scale and Load Ticket. Copies of the Scale and Load Ticket will be given to the driver.
- F. The driver **shall** deliver the crops to the buyer at the destination specified on the Load Ticket.
 - 1. The Scale and Load Ticket **must** be signed and dated by the buyer and the tickets given back to the driver.
- G. After completion of crop delivery, the driver **shall** return the signed copy of the Load Ticket and the Scale Ticket to the Tucker Unit Farm Office within five (5) Business Days for reimbursement.
- H. Drivers **shall** adhere to the legal weight limits of each load and **shall** pay all penalties incurred for overloading.

1.12 DELIVERY

- A. Contractor **shall** deliver crops to various locations throughout the State of Arkansas as required by the Tucker Unit at the time services are provided.
- B. Contractor **shall not** invoice any additional delivery fees to a third-party buyer when providing crop hauling services under any resultant contract.

1.13 PERFORMANCE STANDARDS

- 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. *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, Contractor **shall** follow the direction of the Department regarding the required compensation process.

Criteria	Standard	Damages
Response Time.	Contractor provides crop hauling services within three (3) hours of request from ADC with the required number of trucks and drivers.	<p>\$100 credit on next invoice generated for each instance during the month whereby the Contractor fails to provide trucks and drivers within three (3) hours of request from ADC.</p> <p>Contractor shall reimburse ADC for all associated cost incurred by ADC that exceeds the contract price to hire another company to haul crops.</p>
Signed and dated Scale and Load Tickets returned.	Contractor's drivers return the signed and dated Scale and Load Tickets to the Tucker Unit Farm Office within five (5) Business Days of crop delivery.	10% reduction to the Contractor's invoice for each instance where the Contractor's driver does not meet the five (5) Business Days delivery Requirement.

SECTION 2 – GENERAL INSTRUCTIONS AND INFORMATION

- **Do not** provide responses to items in this section unless specifically and expressly required.

2.1 TYPE OF CONTRACT

- A. As a result of this IFB, TSS OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is August 1, 2021, 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 one (1) year. Upon mutual agreement by the Contractor and Department, the contract may be renewed by TSS OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

2.2 CONTRACTOR SELECTION

- A. Award will be made to the lowest-bidding, responsible Prospective Contractor on an all or none basis.

2.3 RESPONSE DOCUMENTS

- A. All bid responses **must** be submitted through ARBuy, the State's eProcurement system. The system can be accessed at <https://arbuy.arkansas.gov>.
- B. *Bid Response Packet*
 1. The following are bid submission requirements and **must** be submitted as part of a Prospective Contractor's bid response.
 - a. *Signed Bid Signature Page*. Signature may be ink or digital. (See *Bid Response Packet*.)
 - b. Completed *Bid Response Packet*, which **must** be in the English language.
 - c. Completed *Pricing Response*. Pricing **must** be proposed in U.S. dollars and cents.
 - d. *Proposed Subcontractors Form*. The utilization of any proposed subcontractor is subject to approval by the Department.
 - e. *Exceptions Form*.
 2. 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*.
 - b. Copy of Prospective Contractor's *Equal Opportunity Policy*.
 - c. *Voluntary Product Accessibility Template* (VPAT), if applicable.
 3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

2.4 ACCEPTANCE OF REQUIREMENTS

- A. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the Requirements Section(s) of this IFB by listing them on the *Exceptions Form* (See *Bid Response Packet*), Prospective Contractor understands and agrees its submission of a bid to represent that its bid meets all such Requirements.
- B. A Prospective Contractor's bid may be rejected if the Prospective Contractor takes exception to any Requirements in the Requirements Section(s) of this IFB.

2.5 ADDITIONAL TERMS AND CONDITIONS

- A. This IFB incorporates all of the Solicitation Terms and Conditions located on the TSS OSP website here (Agencies – Forms and Reporting – Solicitation Templates):
<https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.
- B. Any special terms and conditions included in this solicitation **shall** override the Solicitation Terms and Conditions.
- C. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms in the Services Contract (SRV-1) Fillable Form by listing them on the *Exceptions Form* (See *Bid Response Packet*), Prospective Contractor agrees and **shall** adhere to all terms if selected as the successful Contractor. Items identified as non-negotiable may only be modified if the legal requirement is satisfied and approved by the State. The Services Contract (SRV-1) Fillable Form can be viewed on the TSS OSP website here (Agencies – Services – Forms):
<https://www.transform.ar.gov/procurement/agencies/services/>.
- D. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exception to any terms or conditions in the documents listed in 2.5.A and 2.5.C.