

FILED

MAR 01 2022

LESLI PENNY
COUNTY CLERK

RESOLUTION 2022-08

RESOLUTION OF THE QUORUM COURT OF CRAIGHEAD COUNTY, ARKANSAS TO DECLARE AN EXEMPTION FROM COMPETITIVE BIDDING FOR THE CRAIGHEAD COUNTY SHERIFF'S DEPARTMENT IN PURCHASING 4 CHEVROLET TAHOE'S, AND TO DECLARE AN EMERGENCY.

WHEREAS, Ordinance 2021-39 adopted the 2022 budget for Craighead County Sheriff's Department, including the purchase of four Police Package vehicles; and

WHEREAS, there are no available state bid priced, police package Tahoe SUVs, Dodge pickups or Ford F-150 pickups in Arkansas and surrounding areas, due to a vehicle shortage; and

WHEREAS, it is unknown when these vehicle types will be available again due to supply disruptions and extensive research throughout the region has been done to locate comparably priced vehicles to insure county funds are allocated efficiently, and the search has revealed none available.

WHEREAS, the Craighead County Sheriff's Department is in desperate need for vehicles due to having an older fleet, with multiple current vehicles with 179,000 miles and over, and there is an emergency due to public safety being in jeopardy with lack of adequate vehicles for the Sheriff's Department.

WHEREAS, there are 4 Police Package Chevy Tahoe's located with Superior Automotive Group of Siloam Springs, AR and the Sheriff's Department can take possession quickly.

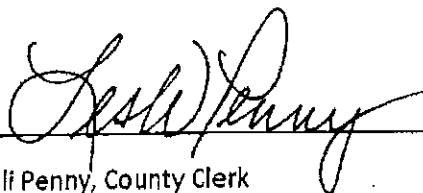
NOW, THEREFORE, BE IT RESOLVED BY THE QUORUM COURT OF CRAIGHEAD COUNTY, STATE OF ARKANSAS THAT:

SECTION 1: That the Quorum Court of Craighead County, in accordance with the terms of A.C.A. Section 14-22-106, Section 8A, hereby declares that the purchase of four (4) Chevy Tahoe's for the Sheriff's Department is needed in an unforeseen and unavoidable emergency which has arisen where human life, health or public property is in jeopardy.

SECTION 2: Emergency Clause. That due to the difficulty of obtaining vehicles, that the above-described resolution is needed for the immediate needs of Craighead County.

PASSED AND APPROVED ON THIS 20th DAY OF FEBRUARY 2022.


Marvin Day, County Judge


Lesli Penny, County Clerk

7
622-
633

FROM:

Craighead County Purchasing Department
c/o County Judge's Office
511 Union, Room 119
Jonesboro, AR 72401
Phone 870-933-4500
Fax 870-933-4504

VENDOR'S COPY
PURCHASE ORDER
CRAIGHEAD COUNTY
ARKANSAS

SHOW THIS NO. ON ALL INVOICES, DELIVERY SLIPS, CASES, BOXES, ETC	
PURCHASE ORDER	54845

TO: Superior Chevrolet Auto Group
490 Hwy 412
Silvana Springs, AR 72761

DATE 3-1-22
Req. by: JUSTIE BOLLARD
Req. No.: _____
Bld No.: _____
Charge to Account No.: 1000, 0480, 4005

Please furnish the following to Craighead County
and be governed by the instructions hereon.

ITEM	QUANTITY	BRAND, CATALOG NO. AND DESCRIPTION	UNIT PRICE	TOTAL
	4	CHEVROLET Tahoe, 2022 model new, UV Body type VIN # 168560, 168865, 168892, 169017	44,067	176,268
ABSOLUTE EMERGENCY PURCHASE				

TOTAL ▶

SHIP TO:
Craighead County Sheriff's
901 Willott Rd
Jonesboro, AR 72401

DEL. PROMISED: _____ DEL. REQUIRED: _____
F.O.B.: CRYTE

TERMS: _____
PRICING: _____

I certify that all the above articles or services have been received
in good order except as noted.

Date: _____ 20__

Signed: _____

CRAIGHEAD COUNTY

By: [Signature]
Purchasing Agent

Superior

Automotive Group

SOLD TO: CRAIGHEAD COUNTY
 ADDRESS 511 UNION ROOM 119
 JONESBORO AR 72401

No. _____
 DATE 01/19/2022
 PHONE 870/933-4500

1148227

MAKE	BODY STYLE	COLOR	MODEL OR SERIES	YEAR	STOCK NO.	SERIAL NO.
CHEVROLET	UV		TAHOE	2022	V168892	1GNSKLED9NRT168892
TRADE-IN						
TRADE-IN						
TRADE-IN						

To Avoid Penalty
 Sales Tax Must Be Paid
 or Transfer Made Within
 30 Days From Date of Sale

SERVICE AND HANDLING FEE IS NOT AN OFFICIAL FEE. A SERVICE AND HANDLING FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED BY THE DEALER. THE SERVICE AND HANDLING FEE IS NOT A TAX. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE VEHICLE. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE CUSTOMER. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER'S EMPLOYEES. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER'S FACILITIES. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER'S EQUIPMENT. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER'S SUPPLIES. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER'S SERVICES. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER'S PRODUCTS. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER'S BRANDS. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER'S MARKETING. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER'S SALES. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER'S CUSTOMERS. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER'S EMPLOYEES. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER'S FACILITIES. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER'S EQUIPMENT. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER'S SUPPLIES. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER'S SERVICES. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER'S PRODUCTS. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER'S BRANDS. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER'S MARKETING. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER'S SALES. THE SERVICE AND HANDLING FEE IS NOT A FEE FOR THE SERVICE AND HANDLING OF THE DEALER'S CUSTOMERS.

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer(s) of those products. The above named Dealership, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the said dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

AUTHORIZED SIGNATURE _____ PURCHASER'S SIGNATURE _____

[Signature]
 1534611F

PRICE OF CAR OR TRUCK	44067.00
ACC.	N/A
MISC.	N/A
TAX/LICENSE/TITLE & TRANSFER	N/A
VEHICLE SERVICE CONTRACT	N/A
CASH DELIVERED PRICE	44067.00
FINANCE CHARGES	N/A
INSURANCE CHARGES (COLL & COMP)	N/A
CREDIT LIFE	N/A
A & H INS.	N/A
TOTAL DELIVERED PRICE	44067.00
ACCT/REC BAL.	
CASH ON DEPOSIT	N/A
CASH PAID ON DELIVERY	N/A
TRADE IN \$	N/A
LESS BALANCE OWED \$	N/A
TO	N/A
\$ N/A PAYMENTS @ \$ 44067.00	44067.00
TOTAL CREDITS	N/A
SOLD BY GARY DAVIDSON	

Superior Automotive Group

SOLD TO: CRAIGHEAD COUNTY
 ADDRESS 511 UNION ROOM 119
 JONESBORO AR 72401

No. _____
 DATE 01/19/2022
 PHONE 870/933-4500

T148224

MAKE	BODY STYLE	COLOR	MODEL OR SERIES	YEAR	STOCK NO.	SERIAL NO.
CHEVROLET	UV		TAHOE	2022	V168560	1GNSKLE06NR168560
TRADE-IN						
TRADE-IN						
TRADE-IN						

CUST # C15478

PRICE OF CAR OR TRUCK	44067.00
ACC.	N/A
MISC.	N/A
TAX LICENSE-TITLE & TRANSFER	N/A
VEHICLE SERVICE CONTRACT	N/A
TOTAL CASH DELIVERED PRICE	44067.00
FINANCE CHARGES	N/A
INSURANCE CHARGES (COLL. & COMP)	N/A
CREDIT LIFE	N/A
A & H INS.	N/A
TOTAL DELIVERED PRICE	44067.00
ACCT/REC BAL.	
CASH ON DEPOSIT	N/A
CASH PAID ON DELIVERY	N/A
TRADE IN \$	N/A
LESS BALANCE OWED \$	N/A
TO	N/A

To Avoid Penalty
 Sales Tax Must Be Paid
 or Transfer Made Within
 30 Days From Date of Sale

*A SERVICE AND HANDLING FEE MAY BE CHARGED FOR A SERVICE AND HANDLING FEE. A SERVICE AND HANDLING FEE MAY BE CHARGED TO THE CUSTOMER FOR PERFORMING CUSTOMER SERVICE. THE SERVICE AND HANDLING FEE MAY VARY FROM AREA TO AREA. THE SERVICE AND HANDLING FEE MAY BE CHARGED TO THE CUSTOMER FOR THE PREPARATION OF LEAD DOCUMENTS. THE METHOD IS REQUIRED BY LAW.

DISCLAIMER OF WARRANTIES
 Any warranties on the products sold hereby are those made by the manufacturer(s) of those products. The above named Dealership, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the said dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

BY _____ AUTHORIZED SIGNATURE

Gary Davidsson PURCHASER'S SIGNATURE

SOLD BY GARY DAVIDSSON

15348-149

Superior

Automotive Group

SOLD TO: CRAIGHEAD COUNTY
ADDRESS 511 UNION ROOM 119
JONESBORO AR 72401

No. _____
DATE 01/19/2022
PHONE 870/933-4500

1148226

MAKE	BODY STYLE	COLOR	MODEL OR SERIES	YEAR	STOCK NO.	SERIAL NO.
CHEVROLET	UV		TAHOE	2022	V169017	1GNSKLED1NR169017
TRADE-IN						
TRADE-IN						

CUST # C15478

PRICE OF CAR OR TRUCK	44067.00
ACC.	N/A
MISC.	N/A
TAX-LICENSE-TITLE & TRANSFER	N/A
VEHICLE SERVICE CONTRACT	N/A
TOTAL CASH DELIVERED PRICE	44067.00
FINANCE CHARGES	N/A
INSURANCE CHARGES (COLL & COM?)	N/A
CREDIT LIFE	N/A
A & H INS.	N/A
TOTAL DELIVERED PRICE	44067.00
ACCT/REC BAL	N/A
CASH ON DEPOSIT	N/A
CASH PAID ON DELIVERY	N/A
TRADE IN \$	N/A
LESS BALANCE OWED \$	N/A
TO	N/A
# N/A PAYMENTS @ \$	44067.00
TOTAL CREDITS	N/A

3. SERVICE AND HANDLING FEE IS NOT AN OFFICIAL FEE. A SERVICE AND HANDLING FEE MAY BE CHARGED TO THE CUSTOMER FOR RESERVATIONS, CHARGES AND HANDLING DOCUMENTS RELATING TO THE SERVICE AND HANDLING FEE. SERVICE AND HANDLING FEE MAY RESULT IN AN ADDITIONAL CHARGE TO THE CUSTOMER. SERVICE AND HANDLING FEE MAY RESULT IN A PROFIT TO THE DEALER. SERVICE AND HANDLING FEE DOES NOT INCLUDE PAYMENT FOR SERVICE AND HANDLING OF VEHICLE DOCUMENTS. THIS NOTICE IS REQUIRED BY LAW.

To Avoid Penalty
Sales Tax Must Be Paid
or Transfer Made Within
30 Days From Date of Sale

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer(s) of those products. The above named Dealership, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the said dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

AUTHORIZED SIGNATURE
PURCHASER'S SIGNATURE



1534611F

SOLD BY GARY DAVIDSON



Document:

A.C.A. § 14-22-106

Help

Sign Out

More

< Previous

Next >

A.C.A. § 14-22-106**Copy Citation**

Current through all acts of the 2021 Regular Session, First Extraordinary Session, Extended Session, and Second Extraordinary Session, including corrections and edits by the Arkansas Code Revision Commission

AR - Arkansas Code Annotated **Title 14 Local Government** **Subtitle 2. County Government** **Chapter 22 County Purchasing Procedures**

14-22-106. Purchases exempted from soliciting bids.

The following listed commodities may be purchased without soliciting bids:

- (1) Perishable foodstuffs for immediate use;
- (2) Unprocessed feed for livestock and poultry;
- (3) Advanced emergency medical services provided by a nonprofit corporation and proprietary medicines when specifically requested by a professional employee;
- (4) Books, manuals, periodicals, films, and copyrighted educational aids for use in libraries and other informational material for institutional purposes;
- (5) Scientific equipment and parts therefor;
- (6) Replacement parts and labor for repairs of machinery and equipment;
- (7) Commodities available only from the United States Government;
- (8)
 - (A) Any commodities needed in instances in which an unforeseen and unavoidable emergency has arisen in which human life, health, or public property is in jeopardy.
 - (B) An emergency purchase under subdivision (8)(A) of this section shall not be approved unless a statement in writing is attached to the purchase order describing the emergency necessitating the purchase of the commodity without competitive bidding;
- (9) Utility services, the rates for which are subject to regulation by a state agency or a federal regulatory agency;
- (10) Sand, gravel, soil, lumber, used pipe, or used steel;
- (11) Used or secondhand motor vehicles, machinery, or equipment, except a used or secondhand motor vehicle that has been under lease to a county when the vehicle has fewer than five thousand (5,000) miles of use shall not be purchased by the county when it has been used five thousand (5,000) miles or more except upon competitive bids as provided in this chapter;
- (12) Machinery, equipment, facilities, or other personal property purchased or acquired for or in connection with the securing and developing of industry under the municipalities and



Counties Industrial Development Revenue Bond Law, § 14-164-201 et seq. or any other
 Document: A.C.A. § 14-22-108
 provision of law pertaining to the securing and developing of industry;

(13) Registered livestock to be used for breeding purposes;

(14) Motor fuels, oil, asphalt, asphalt oil, and natural gas;

(15) Motor vehicles, equipment, machinery, material, or supplies offered for sale at public auction or through a process requiring sealed bids;

(16) All goods and services that are regularly provided to state agencies and county government by the Division of Correction's various penal industries;

(17)

(A) New motor vehicles purchased from a licensed automobile dealership located in Arkansas for an amount not to exceed the fleet price awarded by the Office of State Procurement and in effect at the time the county submits the purchase order for the same make and model motor vehicle, which may include additional options that were available for bid and purchased under state contract at the state bid option price.

(B) The purchase amount for a new motor vehicle may include additional after-market equipment that was not available under the state contract up to one thousand two hundred dollars (\$1,200) over the fleet price awarded;

(18) Renewal or an extension of the term of an existing contract;

(19) Purchase of insurance for county employees, including without limitation health insurance, workers' compensation insurance, life insurance, risk management services, or dental insurance;

(20) Purchases made through programs of the National Association of Counties or the Association of Arkansas Counties;

(21) Goods or services if the quorum court has approved by resolution the purchase of goods or services through competitive bidding or procurement procedures used by:

(A) The United States Government or one (1) of its agencies;

(B) Another state; or

(C) An association of governments or governmental agencies including associations of governments or governmental agencies below the state level; and

(22)

(A) Goods or services available only from a single source.

(B) A purchase under this subdivision (22) shall be supported with:

(i) Documentation concerning the exclusivity of the single source; and

(ii) A county court order filed with the county clerk that sets forth the basis for the single source procurement.

History

Acts 1965 (1st Ex. Sess.), No. 52, § 6; 1975, No. 439, §§ 5, 6; 1975, No. 617, §§ 5, 6; 1981, No. 306, § 1; 1985, No. 844, §§ 2, 3; A.S.A. 1947, § 17-1606; Acts 1989, No. 879, § 1; 1991, No. 786, § 12; 1993, No. 237, § 1; 2001, No. 219, § 2; 2007, No. 13, § 1; 2009, No. 410, §§ 9, 10; 2009, No. 756, § 22; 2011, No. 1044, § 1; 2013, No. 465, § 1; 2015, No. 561, § 2; 2019, No. 910, § 846; 2021, No. 435, § 3.

