

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 25

_ DAY OF FEBRUARY 2022.

Marvin Day, County Judge

Lesli Penny, County Clerk

76253

FROM:

Fax

Craighead County Purchasing Department

Please furnish the following to Craighead County

c/o County Judge's Office

511 Union, Room 119

Jonesboro, AR 72401

Phone 870-933-4500

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 Chourolot AUTO Group 490 Hay 412 Silvam springs, AR 7276/

DATE 3-1-22

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CRAIGHEAD COUNTY

Purchasing Agent



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SOLD TO: CRAIGHEAD COUNTY
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No.

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Superior Group

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

No.

DATE 01/19/2022

PHONE 870/933-4500

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Automotive Group	ADDRESS 511 UNION ROOM 119	
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acknowledges that he has read its terms and conditions and has received a true copy of this order.	USED VEHICLE AULOWANCE N/A	
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SOLD TO: CRAIGHEAD COUNTY
ADDRESS 511 UNION ROOM 119
JONESBORO AR 72401

No.

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DATE PHONE 870/933-4500 01/19/2022

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1GNSKLED1NR169017	1GNSKLED	V169017	2022	TAHOE	ΟV	CHEVROLET	CAIR SOLD
SERIAL NO.	SERL	STOCK NO.	YEAR	COLOR MODEL OR SERIES	BODY STYLE	MAKE	



	1148224
DATE 01/19/2022 STOCK NO. V168560	
PURCHASER'S CRAIGHEAD COUNTY	
ADDRESS 571 UNION ROOM 119	
STATE JONESBORO AR	3 1 1 1
PHONE 870/933-4500 HEALURINGE PHONE	
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Automotive	Group				ADDRESS 51			<u>// 119</u>	,,_ _,		
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SALESMAN GARY DAVIDS	N					0/933-4	1 33	nct HH	NE TO	72 /240	1
PLEASE ENTER MY ORDER FOR ON	le					X NEW		ÇAR	···- ,	· · · · · · · · · · · · · · · · · · ·	
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Purchaser agrees that this Order Includes and reverse side hereof; that this Order of	all of the term	s and conditi	ons on both	the face				•			
and of the date have of comprises the pomp agraement relating to the subject matt BINDING CONTRACT, DEALER SHALL A	late and exclusions of the same of the sam	parsadas any Sive statemen Careles Tille	prior agreen t of the term of the term	nent and	· · · · · · · · · · · · · · · · · · ·	·	,				
BINDING CONTRACT, DEALER SHALL A	OT BE OBLIC	ATEO TO SE	LL ACCORD	OT DAK	7	·····					
THE TERMS HEREOF UNTIL: In the e installment contract, approval of the term willing to purchase the retail installment	s thereof is give contract bety	ren by a bank rean the part	or finance o	ompany		···				 	
Such terms, of (2) Payment in full is received. ALL WARRANTIES, IF ANY, BY A M DEALER ARE THEIRS, NOT DEALER'S, A SUPPLIER SHALL BE LIABLE FOR PERFOR	∕ed. ANUFACTURE	R OR SUPP	LIER OTHER	THAN					_·		<u> </u>
Supplier shall be liable for perfor	MANCE UND	ch Manufa Er such Wa	CTURER OF	UNLESS					·		ļ
Dealer funnishes buyer with a si Contract made by dealer on its all warranties, either express	OWN BEHAL	F, DEALER I	HEREBY DIS	CLAIMS						ļ	
WARRANTIES OF MERCHANTABILITY O	r fitness fo	R A PARTICI	JEAR PURPO	19F: /A)						<u> </u>	
ON ALL GOODS AND SERVICES SOLD E WHICH ARE HEREBY SOLD AS IS - NOT Purchaser by his execution of the Order	' certifies that	he is of lec	aláce or o	der and		*					_
acknowledges that he has read its terms this order,	and conditions	and has rec	elved a true	copy of	USEO VEHICLE AL	LOWANCE			N/A		
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Superior

ADDRESS 511 UNION ROOM 119

No.

DATE 01/19/2022

	MOSCHANG	SOLD BY CHANGE AND SON		PONCHASER'S SIGNATURE	d.		ACTIONIZED SIGNATURE	
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NA	TOTAL CREDITS	7	S Possocii (C		aducts.	with the sale of said pr	assume for it any liability in connection with the sale of said products.	assume for it
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N/A			ove named	DISCLAIMER OF WARRANTIES Any warranties on the products sold hereby are those made by the manufacturer(s) of those products. The above named	e those made by the manufacturer(s)	DISCLAIMER: DISCLAIMER:	ies on the products sold h	Any warrant
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N/A								
N/A		MJSC.						
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, 1								TRADE-IN
GNSKLED6NH168865	1GNSKLED	V168865	2022	TAHOE		VU	CHEVROLET	CAR SOLD
SERIAL NO.	SERV	STOCK NO.	YEAR	MODEL OR SERIES	HOTOC	31/1S AGOB	MAKE	
		r BON		72401	JONESBORO AR		Automotive Group	
AL NO. 6NR168865	1	STOCK NO. V168865	YEAR 2022	MODEL OR SERIES TAHOE	JONESBORO AR 72401	An Assess	Gra	MAKE CHEVROLET

< Previous</p>

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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 Chapter 22 County Purchasing Procedures Government

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



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 regulring 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;

- (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, ilfe insurance, risk management services, or dental insurance;
- (20) Purchases made through programs of the National Association of Counties or the Association of Arkansas Countles;
- (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.

