



STATE OF ARKANSAS
**Department of Finance
and Administration**

OFFICE OF THE DIRECTOR
1509 West Seventh Street, Suite 401
Post Office Box 3278
Little Rock, Arkansas 72203-3278
Phone: (501) 682-2242
Fax: (501) 682-1029
www.dfa.arkansas.gov

May 24, 2016

Senator Bill Sample, Co-Chair
Representative David Branscum, Co-Chair
Arkansas Legislative Council
State Capitol, Room 171
Little Rock, AR 72201

RE: Submission of contracts with members of the General Assembly required
University of Arkansas at Fayetteville
Rebid #R599394 Rev. 1

Dear Senator Sample and Representative Branscum:

Pursuant to Ark. Code Ann. §19-11-264, all contracts with a member of the General Assembly, his or her spouse, or with any business in which a member of the General Assembly or his or her spouse is an officer, a director, or a stakeholder owning more than ten percent (10%) of the stock in the business shall be presented to the Legislative Council or to the Joint Budget Committee, if the General Assembly is in session, before the execution date of the contract. The Legislative Council or the Joint Budget Committee is required to provide the State Procurement Director and the Director of the Arkansas Ethics Commission with its review as to the propriety of the contract within thirty (30) days after receipt of the proposed contract. Ark. Code Ann. §19-11-264(b). However, before the contract is submitted to the Legislative Council or Joint Budget Committee, the Department of Finance and Administration (DFA) must review the contract and provide a recommendation. Ark. Code Ann. §19-11-264(c).

In conformity with the requirements of Ark. Code Ann. § 19-11-264(c), DFA has reviewed Rebid #R599394 Rev. 1 between the University of Arkansas at Fayetteville and JSJ Ford Inc., DBA Magie Ford Lincoln Co., for the amount of \$41,436.00. This contract was awarded via the Competitive Bid process. Currently, Representative Stephen K. Magie has a 33% ownership interest in Magie Ford Lincoln Co.

Because this contract was awarded through a Competitive Bid process and Magie Ford Lincoln Co., was the lowest bid received, DFA recommends approval.

Respectfully,

A handwritten signature in black ink, appearing to read "Larry Walther".

Larry Walther
Director



UNIVERSITY OF ARKANSAS

321 Administration Building, Fayetteville, Arkansas 72701

Phone: 479.575.2551 Fax: 479.575.4158

June 2, 2016

Senator Bill Sample, Co-Chair
Representative David Branscum, Co-Chair
Arkansas Legislative Council
State Capitol, Room 171
Little Rock, AR 72201

RE: Submission of contracts with members of the General Assembly required,
University of Arkansas, Fayetteville

Dear Senator Sample and Representative Branscum:

Pursuant to Ark. Code Ann. §19-11-264, all contracts with a member of the General Assembly, his or her spouse, or with any business in which a member of the General Assembly or his or her spouse is an officer, director, or a stakeholder owning more than ten percent (10%) of the stock in the business shall be presented to the Legislative Council or to the Joint Budget Committee, if the General Assembly is in session, before the execution date of the contract. The Legislative Council or the Joint Budget Committee shall provide the State Procurement Director and the Director of the Arkansas Ethics Commission with its review as to the propriety of the contract within thirty (30) days after receipt of the proposed contract, Ark. Code Ann. §19-11-264(b). However, the contract shall not be submitted to the Legislative Council or Joint Budget Committee until the Department of Finance and Administration has reviewed the contract and provided a recommendation, Ark. Code Ann. §19-11-264(c).

Contract is between the University of Arkansas Fayetteville and Magie Ford Lincoln Co. for the amount of \$41,436.00. This contract is for the purchase of a 2017 Box Truck and was awarded via Quote Bid because this vehicle is not on the State Contract. Currently, Stephen K. Magie, who owns 30% of the company, is a member of the General Assembly/Representative.

Thank you for your time and consideration in reviewing this contract for approval.

Sincerely,

Andy Fletcher
Procurement Manager

ef

Magie Ford Lincoln Co.

**P.O. Box 843
Morrliton, AR 72110
501-354-4541**

To whom it may concern:

Re: Bid Number R599394 Rev 1

Magie Ford Lincoln Co. submits the following bid and specifications:

2017 Ford E450 Commercial Cutaway Van

158" Wheelbase
Oxford White
Vinyl Bucket Seats – Medium Flint in color
Air Conditioning
AM/FM Radio
6.8L V10 Gasoline Engine
6 Speed Transmission with Transmission Cooler
LT225/75RX16E BSW All Season Tires, Dual Rear Wheels
4.56 Limited Slip Rear Axle (Only Limited Slip Offered)
Front License Plate Bracket
14500# GVWR
Cruise Control
Manual Trailer Tow Mirrors

Including a Supreme Corporation Box Van
Please see attached Specifications

Total Price \$41,436 Delivered

Warranty Coverage:

Econoline Van: 36 months/36,000 mile Factory Comprehensive Warranty
60 months/60,000 mile Factory Powertrain Warranty

Supreme Corporation Box Van: 3 Year/36,000 mile Bulkhead to Bumper Warranty
5 Year Structural Wannanty

Order to delivery is approximately 12 weeks.

Sincerely,



John Magie
President



Preview Order 0001 - E4F CUTAWAY: Order Summary Time of Preview: 05/16/2016 10:12:31

Dealership Name : Magie Ford Lincoln Co.

Sales Code : F23567V

Dealer Rep.	J-magie	Type	Stock	Vehicle Line	Econoline	Order Code	0001
Customer Name		Priority Code	80	Model Year	2017	Price Level	725

DESCRIPTION	MSRP	DESCRIPTION	MSRP
E450 SD COMMERCIAL CUTAWAY VAN	\$32920	4.56 LIMITED SLIP AXLE XF3	\$270
158 INCH WHEELBASE	\$0	SPARE TIRE/WHEEL NOT INCLUDED	\$0
OXFORD WHITE	\$0	FRONT LICENSE PLATE BRACKET	\$0
STD VINYL BUCKET SEATS	\$0	VINYL FLOOR COVERING, FRONT	\$0
MEDIUM FLINT	\$0	14500# GVWR PACKAGE	\$0
PREFERRED EQUIPMENT PKG.782A	\$0	BUCKET SEATS DUAL	\$0
.STANDARD TRIM	\$0	50 STATE EMISSIONS	\$0
.AIR COND FRT ONLY-CFC FREE	\$0	AMBULANCE PREP PACKAGE NOT REQ	\$0
.ELEC AM/FM STEREO W/CLOCK	\$0	CRUISE CONTROL	\$240
.LIGHT/CONVENIENCE GROUP	\$0	MIRRORS,TRLR TOW RH & LH MAN	\$125
.AIR BAG/PASSENGER-SECOND GEN	\$0	FRAME PUCKS (ISOLATORS)	\$50
.CONVENTIONAL INSTR. CLUSTER	\$0	FUEL TANK 55 GALLON CAPACITY	\$0
.16X6 WHITE PAINTED STEEL WHLS	\$0	B-PILLAR TRIM KIT	\$75
6.8L EFI V10 ENGINE	\$0	FUEL CHARGE	\$0
ELEC 6-SPD AOD W/TOW-HAUL	\$0	PRICED DORA	\$0
.LT225/75RX16E BSW DRW - AS	\$0	DESTINATION & DELIVERY	\$995
		MSRP	
TOTAL BASE AND OPTIONS		\$34675	
DISCOUNTS		NA	
TOTAL		\$34675	

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Quote # AA-051316-155349

(P) (800)541-6282 (F) (574)642-0720

rachael.flippin@supremecorp.com

STATE OF ARKANSAS --14' SIA

AA MAGIE FORD LINCOLN CO.

PHONE (501)354-4541

FAX

SALESPERSON Michelle Davis

QUOTED BY Rachael Flippin

REQUIRED DATE 5/13/2016

1207 E HARDING ST
MORRILTON, AR 72110

CHASSIS	E450 - FORD	YEAR	YR17	WHEELBASE	158	FW	CA	100	ENGINE
FUEL TYPE	GAS	AXLE TYPE	SINGLE AXLE	DUAL REAR WHEEL	EXHAUST TYPE		POOL	DROP	

MODEL	SIA	LENGTH	14'0" ID	HEIGHT	85 ID	WIDTH	96 OD	SIGNATURE	INER-CITY ALUMINUM
-------	-----	--------	----------	--------	-------	-------	-------	-----------	--------------------

CHASSIS INFO: CHASSIS GROSS VEHICLE WEIGHT=14500

BODY SIZE: 14' X 85"H X 96"W

FLOOR: FLAT FLOOR

3" FORMED CROSSMEMBERS-12" O.C.

PRE-COATED

5" FORMED CHANNEL LONGSILLS PRE-

COATED

PRE-COATED UNDERSTRUCTURE

FLOOR 1-1/8" LAMINATED HARDWOOD

LINING: 3/8" PLYWOOD LINING FULL SIDES

SCUFF: NO SCUFF

CARGO CONTROL: CARGO CONTROL LOCATION NOTES:

LOCATE AT 24" AND 36" UP FROM FLOOR TO C/L

CARGO CONTROL

REC. E-TRACK-HORIZ. SIDE

E-TRACK 2 SIDES

ROWS E-TRACK ON SIDES=2

2 E-STRAPS 16' W/RATCHET

INTERIOR LIGHTS: INSTALL DOME LIGHT-SEE BELOW

ADDL REC LED DOME LIGHT 44/40 SER

6-DIODE, 360 LUMENS

LOCATE AT CENTER OF BODY AND AT 96" AND 144" FROM
THE REAR WALL

6-DIODE DOME LIGHT; 360 LUMENS #44339C

REC LED 44/40 W/RR SWCH HOT WIRED

QTY OF ADDL REC 44/40SER LED DOMES=2

BULKHEAD: 4-1/2" SETBACK BULKHEAD

FRONT END: INTERIOR FRONT WIRE COVERS

NO CAB ACCESS DOOR

3/8" CORE FRP FRONT WALL

COMPOSITE CORNER WIND DEFLECTOR

ALUM. EXTRUDED FRONT CORNERS

WIND DEFL RAD .063 MILL ALUM

NO SEAT POCKET NECESSARY

FULL CAB CUT-OUT IN FRONT WALL

SIDEWALLS: .040 PRE-PAINTED WHITE N0006HN

NO SKIRTS

SIDE WALL Z-POSTS ON 16" CENTERS

ROOF: .032 ALUM ROOF SKIN

ANTI SNAG ROOF BOWS ON 24" CENTER

EXTERIOR LIGHTS: LED FMVSS 108 EXTERIOR LIGHTS

W/SEALED WIRING HARNESS

LIGHTS WILL BE INCLUDED W/LIFTGATE

REAR END: STANDARD REAR END W/DOOR OPENING

GALVANNEALED REAR DOOR FRAME

STD 10G ONE PIECE V-GROOVED

THRESHOLD

BUMPER: ICC 3/16" FMD 4" CHANNEL POOCHED

WELD ON DESIGN

REAR DOOR: WHITING OVERHEAD DOOR

WHITING PREMIUM SPEC OVERHEAD DOOR

WITH 1-1/2" TRACK BRACKETS

OH REAR DOOR 88" X 79" CLEAR

MS LOCK ON OVERHEAD DOOR

MOUNTING: CHASSIS WILL BE PUCK MOUNTED

MUDFLAPS STD SUPREME FLAPS

ANTI-SAIL MUDFLAP BRACKETS

LIFTGATE/RAMP: INSTALL LIFTGATE - SEE SELECTIONS

Quote # AA-051316-155349

(P) (800)541-6282 (F) (574)642-0720

rachael.flippin@supremecorp.com

LIFTGATE/RAMP:	TOMMY #89-16EA55AB 89"X55"+12" AL	TOMMY "RAIL LIFT" 1600 LB CAPACITY ALUMINUM PLATFORM ABOVE BED
	NO POWER DOWN FOR LIFTGATE	
	LIFTGATE IS NOT BOLT ON	
	SPLIT CART STOP OPTION	
	CAB CUT OFF SWITCH	
	DUAL CONTROL (1 FIXED + 1 PENDANT)	
MISC OPTIONS:	MIRRORS INCLUDED WITH CHASSIS	
	SUPREME DECALS	
	*SPECIAL OPTION A	(1) LED 3-WAY SWITCH ASSEMBLY-INCLUDES (2) SWITCHES AND (1) PILOT LIGHT IN CAB-SQ#160504-488
PAINT:	PAINT REAR FRAME STD WHITE	
SAFETY:	BACK UP ALARM NAGYFLEETNET	#BU2000CW112-P
	COMPONENT SOLUTION 7" COLOR LCD	COMPONENT SOLUTION #SMH7C 7" COLOR LCD MONITOR SYSTEM
SHIPPING:	SUPREME DELIVERY	
	WEIGHT SLIP	

39995 - FREIGHT CHARGE

DRIVE AWAY FREIGHT TO MORRILTON, A

SUBTOTAL \$13,913

\$772

TOTAL \$14,685

Thank you for the opportunity to offer our quotation for your equipment needs. We look forward to your acceptance of this proposal. All prices are firm for 30 days from the date of this quotation. Prices are subject to revision after this date. Payment terms are C.O.D. unless prior credit arrangements have been made. No credit card payments will be accepted. Pricing may be subject to federal, state, local taxes and surcharges at the time of invoicing.

PURCHASED MATERIALS: Supreme and Buyer agree to review Bill of Material cost on quoted product quarterly. Supreme and Buyer agree to review raw material based on AMM (American Metals Market), PPI (Producer Price Index) and TTM (Tropical Timbers Market) or similar indices and purchased options based on supplier pricing. If the total material costs are within 3% of what they were at time of quote, there will be no change. If the total material costs are greater than 3% of what they were at time of quote, the price of the body will include that increase adjustment at time of invoice. If the total material costs are greater than -3% of what they were at time of quote, the buyer will receive that decrease adjustment at time of invoice. Increase or decrease adjustment will factor from the 0% up or down. (Applicable only to bids longer than 90 days in duration)

QUOTE DURATION: Supreme requires that body production begin within 90 days of order placement. Any order not started by the 90th day after order placement may be subject to pricing review or adjustment.

DIMENSIONS: All dimensions, weights, and measurements specified herein are subject to Supreme's manufacturing tolerances and may vary depending on options/chassis selected. Please contact your Supreme representative for measurements for your specific body order.

CHASSIS: When mounting a Supreme body on a used chassis all used chassis will be inspected by Supreme Corp. personnel upon the chassis arriving at our facility. It is in the best interest of all parties involved to ensure that the used chassis is suitable for use. Chassis will be inspected for road worthiness and OEM original specifications. Any necessary upgrades or repairs will be the responsibility of the customer including any delays as a result of vehicle upgrades or repairs. When not using a Supreme bailment chassis customer is responsible that the chassis has adequate mirrors and frame pucks for mounting a Supreme body.

PAINTING: Supreme does not warrant all colors painted on or impregnated in the gelcoat finish of a body and there are some colors that are not recommended. Please contact your Supreme sales representative to determine the warranty for your specific order.

NOTICE: Supreme shall not be liable for any such loss or damage as a result of any delay or failure to deliver, for any reason, including, but not limited to, any act of God, act of buyer, embargo or other government act, regulation or request, fire, accident, strike, slowdown, war, riot, vandalism, shortage, delay in transportation, or delayed delivery by suppliers.

Supreme shall not be liable for any incidental or consequential damages that may occur to customers used truck body, truck equipment, or personal items left in chassis or truck body while in Supremes possession for repairs and/ dismount.

In addition, customer agrees to reimburse Supreme for storage lot expense for their truck body after (90) days from dismount date. After the (90) day a fee of \$125.00 will apply including a \$6.00 per day fee thereafter for up to 180 days. After 180 days, the customers dismounted body will become the property of Supreme and a \$780. disposal fee will apply.

Quote # AA-051316-155349

(P) (800)541-6282 (F) (574)642-0720

rachael.flippin@supremecorp.com

Signature _____ Date _____ PO # _____

Last 8 of chassis VIN _____ (for drop-ship) Dealer # _____ (for pool chassis)



SUPREME™

LIMITED WARRANTY FOR SUPREME TRUCK BODIES

WARRANTY COVERAGE

Supreme Corporation ("Supreme," "we," or "our") warrants each truck body manufactured by Supreme ("Product") as follows:

White Surfaces and Leaks. For a period of one (1) year from the date of sale Supreme warrants that the white FRP, white painted, and/or white decaled surfaces of Product(s) will be free from defects in materials and workmanship and the roof and walls of Product(s) will not leak under ordinary weather conditions.

Bulkhead to Bumper. For a period of three (3) years or thirty six thousand (36,000) miles from the date of sale, whichever is first to occur, Supreme warrants that the Product(s), except as to White Surfaces and Leaks as warranted separately above, will be free from defects in materials, workmanship, and rust-through corrosion.

Structural. For a period of five (5) years from the date of sale Supreme warrants that the main body structural components of the Product(s) (specifically, the roof structure, perimeter wall structure, rear frame, door frames, and steel floor foundations) will be free from defects in materials and workmanship.

EXCLUSIONS

Supreme excludes coverage for any item not specifically warranted above, including but not limited to the following items:

- Defects in separately manufactured products (items not manufactured by Supreme, but installed by Supreme at the customer's request) such as, but not limited to, chassis, power unit, motors, refrigeration and air conditioning units, cargo holding devices, liftgates, lightbulbs, and moveable bulk heads. These products may be warranted by their individual manufacturers. A copy of their warranty, if available, has been included in your owner's packet. Installation of these separately manufactured products is warranted for 120 days from such installation.
- Deterioration due to normal wear, tear, and exposure.
- Damage caused by negligent use, misuse, abuse, loading the Product beyond its gross weight limitations, hazardous or corrosive cargo, accident, acts of God, or other contingencies beyond the control of Supreme.
- Damage caused by use of forklifts, pallet jacks, and similar equipment unless the Product is specifically designed for use with such equipment.
- Damage caused by failure to perform any reasonable, customary, and necessary maintenance procedures or that specified by Supreme in any owner's manual or warning labels.
- Tightening of U-bolts and damage caused by failure to tighten U-bolts at recommended intervals.
- Damage attributable to alterations done without Supreme's approval.
- Parts or aftermarket products supplied by the customer.
- Products mounted to the chassis by anyone other than Supreme or its authorized mounting facilities.
- Mounting, U-bolts and other mounting components, and rear overhead door adjustments are not covered after (30) days from the date of sale.
- Color fading and/or FRP cracking when any resin color, paint color, or decal color other than white is used.

REMEDIES

At our option, we will repair, replace, or refund the purchase price paid for any Product verified by Supreme to be defective during the applicable warranty period. Your legal remedies with respect to Products are limited exclusively to the right to repair, replacement, or repayment of the price.

ARRANGING SERVICE

You must promptly (not to exceed thirty (30) days from the date of first appearance of the defect) notify Supreme of any warranty claim either directly at 800-557-2785 or through a Supreme-authorized dealer or distributor. Supreme will replace a defective item only if you make available to us the defective Product or part free and clear of all liens and encumbrances. Prior to warranty service, your dealer or distributor must verify serial number and purchase date with Supreme in order to ensure warranty eligibility. In order for a repair to be paid under this Warranty, service must be provided by a Supreme-approved facility and Supreme must verify the defect prior to commencement of any warranty service. You must ensure your dealer or distributor contacts Supreme to receive a repair authorization number which authorizes the dealer or distributor to perform the remedy elected by Supreme. All repairs must be completed and invoices for the same submitted within ninety (90) days of issuance of the repair authorization number. Supreme will not pay shipping or transportation charges to transport the Product to or from a repair facility.

LIMITATIONS

This Warranty is made to the original purchaser for Products installed on the original chassis; it is nontransferable. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** No dealer, distributor, agent, representative of Supreme, or any other person is authorized to make any representation or a promise of warranty concerning Supreme Products on behalf of the company except to refer the purchaser to this Warranty. This Warranty excludes all incidental and consequential damages, including but not limited to: transportation to and from the dealer, distributor, or Supreme for warranty service, loss of time, loss of cargo, loss of use, loss of revenues, salaries or commissions, interest and finance charges, lodging, towing charges, bus fares, car rentals, fuel expense, telephone charges, inconvenience, and costs of repairing or replacing other property that is damaged due to a defect in the Product.

www.supremecorp.com

Effective May 1, 2016

University of Arkansas-Fayetteville
435 N. Garland
Fayetteville, AR 72701

COMPETITIVE BID (CB)

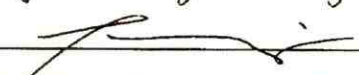
Bid Number:	Rebid R599394 Rev.1	*Bid Opening Date:	Bid must be submitted by 05/17/16 - 2:30 PM CST
Commodity Description:	14 Foot Cutaway Box Van - New	*Bid Opening Time:	<u>This is not a sealed bid.</u>

AGENCY'S CONTACT INFORMATION			
Name:	University of Arkansas Fayetteville, PMC Solutions	Phone:	(479)575-6781
Fax:	(479)575-2829	Email:	Send bid to: andyf@uark.edu

Instructions:

- Bids should be submitted by the time and date specified above.
- Faxed bids are acceptable and may be faxed to the number shown above.
- Email bids are acceptable and may be sent to the email address above.
- The vendor should provide the information below.

MAILING ADDRESS:	BID OPENING LOCATION:
	University of Arkansas - Fayetteville, Procurement Office

VENDOR INFORMATION			
Company Name:	JSS Ford Inc. DBA Magie Ford Truck Co.		
Name (type or print):	John Magie	Title:	President
Address:	PO Box 843		
City:	Marion, Mo	State:	MO
Telephone Number:	5013544541	Fax Number:	5013540172
E-Mail Address:	john.magie@magieford.com		
Signature:			
<small>Use Ink Only.</small>			
Business Designation (check one)	Individual <input type="checkbox"/>	Sole Proprietorship <input type="checkbox"/>	Public Service Corp <input type="checkbox"/>
	Partnership <input type="checkbox"/>	Corporation <input checked="" type="checkbox"/>	Government/ Nonprofit <input type="checkbox"/>

STATE OF ARKANSAS
COMPETITIVE BID

Page 2 of 9

BID FORMAT

Any statement in this document that contains the word "will", "must" or "shall" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected.

All bid pricing must be United States dollars and cents.

Bids will only be accepted in the English language.

COST

All charges must be included on the Official Bid Price Sheet which includes all associated costs (including but not limited to delivery, freight etc.) for the goods or services being bid. Do not include sales taxes in unit prices. Bid pricing should be valid for 30 days following CB opening to allow sufficient time to tabulate and evaluate bid responses.

SCOPE

University of Arkansas – Fayetteville (UAF) wants to obtain a 14 ft. delivery box van for pickup and delivery of mail, paper, copiers, and other miscellaneous items.

Dealer shall have as part of the documentation with receipt of each vehicle, a form with a detailed listing of the warranties on the vehicle, conversion and ordered options.

Second Stage Manufacturer shall be certified as an acceptable body modifier for the OEM chassis proposed for modification.

TYPE OF CONTRACT

Firm

AWARD CRITERIA AND RESPONSIBILITY

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

DELIVERY: FOB DESTINATION

Address:

University of Arkansas Fayetteville, PMC Solutions
435 N. Garland
ARKU Room 105
Fayetteville, AR 72701

The agency requires delivery within 30 calendar days after receipt of the order. If this delivery schedule cannot be met, the bidder must state the number of days required to place the commodity in the ordering agency's designated location. Failure to state the delivery time obligates the bidder to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the State.

Delivery 90 calendar days after receipt of order.

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

Loss or damage that occurs during shipping, prior to the order being received by the agency, is the vendor's responsibility. All orders should be properly packaged to prevent damage during shipping.

PAYMENT AND INVOICE PROVISIONS

All invoices shall be forwarded to:

University of Arkansas Fayetteville, PMC Solutions
Accounts Payable
Administration Building 321
Fayetteville, AR 72701

STATE OF ARKANSAS
COMPETITIVE BID

Page 3 of 9

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by UAF. The State may not be invoiced in advance of delivery and acceptance of any equipment or commodity. Payment will be made only after the contractor has successfully satisfied UAF as to the goods purchased. Vendors should invoice UAF by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

ITEM SPECIFICATIONS

Minimum Specifications for 2016 or Newer Cutaway Box Van, 14 Foot – New

OPTIONAL EQUIPMENT IS IN ADDITION TO FEDERAL AND STATE SPECIFICATIONS.

ALL STANDARD EQUIPMENT INCLUDING

CHASSIS EXTERIOR

Chevrolet Express 3500, Ford E-350, or approved equal, cutaway chassis
Minimum 158 in. wheelbase
Minimum GVWR: 12,300 lb.
Minimum V8 gasoline engine
Minimum 5-speed transmission with tow/haul and transmission cooler
18" wheels
Dual rear wheels
BSW tires
4-wheel ABS
White exterior
Differential: Limited-slip
Axle ratio in a range between 3.70 to 4.10 inclusive
Front license plate bracket
Trailer towing mirrors, right and left
Interval windshield wipers

CHASSIS INTERIOR

Standard interior vinyl
Air conditioning
AM/FM radio
Minimum vinyl floor covering – front
Dual bucket seats, high back
Tilt steering wheel
Cruise control

VEHICLE CHASSIS WARRANTY

Manufacturer's basic warranty: 36 months or 36,000 miles whichever occurs first
Powertrain warranty: 60 months or 60,000 miles whichever occurs first
Corrosion perforation warranty: 60 months/unlimited distance
Roadside assistance coverage: 60 months or 60,000 miles whichever occurs first

VAN BOX

14 ft. dry van
White exterior
Minimum height 84 in.
Minimum width 96 in.
Aluminum sheet and post, sidewalls
Aluminum roof – one piece
Flat floor
Hardwood floor
Floor cross-members on minimum 16 in. centers
Plywood lined – full height

Rear roll up door
E-Track: 2 rows of recessed E-Track – Each Side – located 24 in. and 36 in. to centerline
2 E-Track ratchet straps
Rear view back-up camera, with minimum 7 in. monitor and audio
Rear back-up alarm
Solid bulkhead
3 way LED cargo light with cab switch
Additional LED cargo lights located 96 in. and 144 in. from the rear wall
Exterior lights: Standard LED lights
All FMVSS required lighting
Rear mud flaps
Full undercoating

HYDRAULIC LIFT

Tommy Gate RTC-89-16 EA55, minimum 1,600 lb. capacity rail gate with above-bed lift, 88 in. X 56 in. + 12 in. or approved equal – Installed
Bumper assembly to meet federal regulations
Gravity down
Cab cutoff switch for lift gate
Dual controls (fixed and remote pendent)
Split cart stops, located in platform taper, secure wheeled cargo

VAN BOX WARRANTY

Van box dealer/manufacture basic warranty: all body components manufactured or installed by dealer/manufacture shall be free from defects in factory materials and workmanship under normal use and service for 36 months or 36,000 miles whichever occurs first.

Vendor Checklist

1. Read all pages of CB document.
2. Complete and sign page 1 of bid response.
3. Complete alternate delivery requirements if necessary. (page 3 of 11)
4. Complete Official Bid Price Sheet.
5. Indicate Minority Business status, if applicable. (page 9 of 11)
6. Complete Contract Grant and Disclosure Form (EO 98-04).
7. Submit quote no later than the time and date listed on page 1.

STATE OF ARKANSAS
COMPETITIVE BID

Page 6 of 9

OFFICIAL BID PRICE SHEET

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
1.	Brand Bid: <u>Ford</u> Model Bid: <u>E450</u>	1	each	\$ 41,436	\$ 41,436

GRAND TOTAL \$ 41,436⁰⁰

STATE OF ARKANSAS
COMPETITIVE BID

Page 7 of 9

MINORITY BUSINESS POLICY

Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type: NA

African American____ Hispanic American____ American Indian____ Asian American____
Pacific Islander American____ Service Disabled Veteran____

Arkansas Minority Certification Number_____

EQUAL EMPLOYMENT OPPORTUNITY POLICY

In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one-time requirement, but vendors 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. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

PAST PERFORMANCE

In accordance with Office of State Procurement Rule R7:19-11-229(E), Competitive Sealed Bidding - Bid Evaluation: a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be older than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.

VISA ACCEPTANCE

Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

GOVERNOR'S EXECUTIVE ORDER 98-04

Bidders should complete the Disclosure Forms issued with this competitive bid.

RECORD RETENTION

The Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records shall be made available, upon request, to the State of Arkansas' 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.

RESERVATION

This CB does not commit the State to award a contract(s), to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

STATE OF ARKANSAS
COMPETITIVE BID

Page 8 of 9

PRIME CONTRACTOR RESPONSIBILITY

The selected vendor will be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all commodities, services and support.

CONDITIONS OF CONTRACT

The successful bidder(s) shall at all times observe and comply with Federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder(s) shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

STATEMENT OF LIABILITY

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. The vendor(s) is required to retain total liability until the deliverables have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

DELEGATION AND/OR ASSIGNMENT

The vendor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the State Procurement Official. The vendor shall not delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product(s) shall be made within 30 days of receipt. The agency shall have the option to return any product(s) within the 30 day timeframe for any reason. Bid must include a "total satisfaction" return policy for all products and shall not impose any liability on the State for such returns.

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State reserves 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.
3. **BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. 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 invitation.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. 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.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation 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 reserves 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 bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **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 invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination, they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

STATE OF ARKANSAS
COMPETITIVE BID

Page 9 of 9

9. **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 bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** 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.
12. **AWARD: Term Contract:** A contract award will be issued to the successful bidder. 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 bidder.
13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
15. **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., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications 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 bidders list or suspension of eligibility for award.
18. **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.
19. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the State, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State have the right to pursue any other remedy permitted by law or in equity. However, nothing in any contract shall be deemed or construed as the State's waiver of its right of sovereign immunity.
24. **LACK OF FUNDS:** The State may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
25. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
26. **CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
27. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
28. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SOCIAL SECURITY NUMBER	FEDERAL ID NUMBER	SUBCONTRACTOR:	SUBCONTRACTOR NAME:
TAXPAYER ID #: — — — — —	OR 71 — 0706005	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
TAXPAYER ID NAME: JSJ Ford Inc. DBA Magle Ford Lincoln Co.		IS THIS FOR: <input type="checkbox"/> Goods? <input type="checkbox"/> Services? <input checked="" type="checkbox"/> Both?	
YOUR LAST NAME: Magle		FIRST NAME: John	
ADDRESS: PO Box 843		M.I.: L	
CITY: Morrilton	STATE: AR	ZIP CODE: 72110	COUNTRY: USA

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (v)		Name of Position of Job Held (senator, representative, name of board/ commission, data entry, etc.)	For How Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	X		Representative	01/13	Present	Stephen K. Magle	Brother
Constitutional Officer							
State Board or Commission Member							
State Employee	X		DHS - Grant Analyst	09/80	Present	Wayne Hoyt	Brother in Law

☐ None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (v)		Name of Position of Job Held (senator, representative, name of board/ commission, data entry, etc.)	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	X		Representative	01/13	Present	Stephen K. Magle	33%	Secretary
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

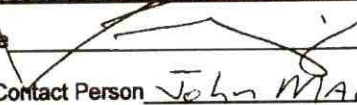
1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature  Title President Date 04/29/2016
Vendor Contact Person John Magie Title President Phone No. 501-354-4541

Agency use only

Agency Number 0135 Agency Name UAF

Agency Contact Person Ellen Ferguson Contact Phone No. 479-575-5314 Contract or Grant No. 479-599394