



State of Arkansas
 OFFICE OF STATE PROCUREMENT
 1509 West Seventh Street, Room 300
 Little Rock, Arkansas 72201-4222

INVITATION FOR BID

IFB Number: SP-16-0201R	Buyer: John Leverett
Commodity: Truck Tractor – Trade Agency: College of the Ouachitas (COTO)	Bid Opening Date: May 3, 2016
Date Issued: April 20, 2016	Bid Opening Time: 2:00 pm Central Time

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESS: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 TELEPHONE NUMBER: 501-324-9316	BID OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name: _____

Name (type or print): _____

Title: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

Business
(check one):

Designation

Individual []

Sole Proprietorship []

Public Service Corp []

Partnership []

Corporation []

Government/ Nonprofit []

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TYPE OF CONTRACT:	Firm
CONTRACT PERIOD:	N/A
AGENCY P.R. NUMBER:	N/A

1. **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:

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

Arkansas Minority Certification Number_____

2. **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.
3. **ALTERATION OF ORIGINAL IFB DOCUMENTS:** The original written or electronic language of the IFB documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document’s written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder’s/Contractor’s submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder’s response may be declared as "non-responsible" and the response shall not be considered.
4. **REQUIREMENT OF AMENDMENT:** THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.
5. **DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.
6. **ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder’s response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

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7. **ANTICIPATION TO AWARD:** After complete evaluation of the solicitation, the anticipated award will be posted on the Office of State Procurement website. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only and no official award will be issued prior to the end of the fourteen-day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the Anticipation to Award when it is determined to be in the best interest of the State.

8. **PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): 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 greater 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.
9. **EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Bidders should complete the Disclosure Forms issued with this bid.
10. **CURRENCY:** All bid pricing must be United States dollars and cents.
11. **LANGUAGE:** Bids will only be accepted in the English language.

SECTION 1 - GENERAL INFORMATION

1.1 **INTRODUCTION**

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for College of the Ouachitas (COTO) to obtain a trade of a newer model truck tractor for two used truck tractors.

1.2 **ISSUING AGENCY**

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State's buyer, John Leverett at 501-683-2222 or email: john.leverett@dfa.arkansas.gov

1.3 **CAUTION TO BIDDERS**

1. During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor. Specifically, the person(s) named herein will initiate all contact.

Vendors must submit one (1) signed original IFB response on or before the date specified on page one.

2. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids **will** be rejected for one or more reasons not limited to the following:
- Failure of the vendor to submit his bid(s) on or before the deadline established by the issuing office.
 - Failure to sign an Official Bid Document.
 - Failure to complete the Official Bid Price Sheet(s).
 - Any wording by the vendor in their response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the IFB.
 - Failure of any proposed goods or service to meet or exceed the specifications.

1.4 **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. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and vendor must identify the specific page and paragraph being referenced.

1.5 **TYPE OF CONTRACT**

Firm

1.6 **PAYMENT AND INVOICE PROVISIONS**

It is expected this trade will result in a credit amount due to the College of the Ouachitas. Any resulting payment should be forwarded to:

College of the Ouachitas
Attn: Accounts Receivable
One College Circle
Malvern, AR 72104

Vendor payment should reference this bid number on check.

Selected vendor must be registered to complete payment transaction and to receive future bid notifications. If you are not a registered vendor, you may register on-line at <https://www.ark.org/vendor/index.html>

1.7 **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.

1.8 PROPRIETARY INFORMATION

Proprietary information submitted in response to this (IFB) will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the (IFB) become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire bid will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

1.9 RESERVATION

This IFB does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

1.10 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.

1.11 CONDITIONS OF CONTRACT

The successful bidder **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 **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.

1.12 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 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.

1.13 AWARD RESPONSIBILITY

The State Procurement Official will be responsible for award and administration of any resulting contract.

1.14 PUBLICITY

News release(s) by a vendor pertaining to this IFB or any portion of the project shall not be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's bid. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is completed.

1.15 AWARD CRITERIA

Award **shall** be made on an **ALL OR NONE** basis to the responsive, responsible bidder, meeting minimum specifications, offering the highest **Grand Total Credit Amount** to College of the Ouachitas for all items on the Official Bid Price Sheet. Consideration will be given only to those who bid all line items.

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

1.16 DELEGATION AND/OR ASSIGNMENT

The vendor **shall** not assign the contract in whole or in part or any payment arising there from 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.

1.17 COST

All charges **must** be included on the Official Bid Price Sheet and **must** include all associated costs for the goods being bid. Bid pricing **must** be valid for 90 days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

NOTE:

1. The State **will not** be obligated to pay any costs not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve contract completion **shall** be borne by the bidder.

1.18 DELIVERY: FOB DESTINATION: BID PRICE MUST INCLUDE ALL SHIPPING AND HANDLING COSTS.

Deliver to:

College of the Ouachitas
One College Circle
Malvern, AR 72104

The State requests delivery within 15 days after receipt of the order. If this delivery date cannot be met, the bidder **must** state the number of days required to place the commodity in the ordering entity's designated location. Failure to state the delivery time obligates the bidder to complete delivery by the ordering entity's requested date. Extended delivery dates may be considered when in the best interest of the state.

Delivery _____ days after receipt of order.

1.19 CANCELLATION

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

1.20 WARRANTY

Remaining manufacturer's drivetrain warranty on Items 2 and 3 will be transferred to College of the Ouachitas.

SECTION 2 – VEHICLE SPECIFICATIONS

Vendor must agree to bid a trade-in amount (**credit**) for item 1. Specifications and photographs of the trade-in vehicle are listed below. However, if a vendor wants to physically inspect the trade-in vehicle, these are the terms for a physical inspection:

Prior to submitting a bid, each vendor will be allowed to come onto College of the Ouachitas campus, (**must make appointment with William Ross or Scott Sikora, see contact information below**), and spend a total of no more than one hour on all of these items combined:

1. A full inspection of the vehicle
2. A test drive of the vehicle (driver must show valid CDL license)
3. Vendor may ask questions of the College of the Ouachitas mechanic.

The total credit dollar amount of the trade-in vehicle (Item 1) will be deducted from the total bid amount of Items 2 and 3 to determine the highest **Grand Total Credit Amount**.

The State has sole discretion in accepting or rejecting the trade-in amount. College of the Ouachitas may decide to retain the trade-in vehicle if it is deemed in the best interest of College of the Ouachitas and the State of Arkansas.

Contact Information:

William Ross, 501-332-0217, wross@coto.edu

Scott Sikora, 501-332-0274, ssikora@coto.edu

Trade-In Vehicle Specifications

Specifications for Trade-in Vehicle **Item 1**: Used 2015 Tractor Truck

Item 1

Trade-in Vehicle Specs:

2015 Kenworth T660 Studio Tractor-Trailer Truck, VIN: 1XKAD49XXFJ442419, current mileage 3197, with Cummins ISX 15 engine, 86 inch Aerocab custom sleeper with bench seats.

Attachments 1-7 are photographs of the 2015 tractor truck.

Attachment 8, (pages 17-28) is a New Truck Order from MHC Kenworth – Little Rock.

For-Sale Vehicle Specifications

Minimum Specifications for Item 2: Used Truck Tractor – 2013 or Newer

OPTIONAL EQUIPMENT IS IN ADDITION TO FEDERAL AND STATE SPECIFICATIONS.

Item 2

International Prostar or approved equal
Class 8

Cummins ISX engine

2013 year model or newer

Odometer reading less than 500,000 miles

Must be a 10-speed transmission only

Air slide 5th wheel

Sleeper cab with raised roof

Air ride seats on both driver and passenger side

Fender mirrors on both driver and passenger side

Non-smoking truck or truck with no detectable smoke smell

Fifth wheel located a minimum of 100 inches back from rear of cab

Bottom bunk must be removed and replaced with 3 seats. Each of the three seats must have a minimum lap seatbelt.

Any available vehicle history reports should be submitted with each vehicle bid.

All paperwork required to register and title each vehicle bid must be submitted at time of delivery.

No visual body damage

Prior to award, vehicle must pass inspection and test drive by College of the Ouachitas.

Vehicle bid must have had a used truck inspection and all mechanical defects, discovered during the inspection, must be repaired prior to delivery.

Vehicle must be fully operational

Minimum Specifications for Item 3: Used Truck Tractor – 2013 or Newer

OPTIONAL EQUIPMENT IS IN ADDITION TO FEDERAL AND STATE SPECIFICATIONS.

Item 3

International Prostar or Freightliner

Class 8

Engine: Navistar N13 or Detroit DD15

2013 year model or newer

Odometer reading less than 550,000 miles

Must be a 10-speed transmission only

Air slide 5th wheel

Sleeper cab with raised roof

Air ride seats on both driver and passenger side

Fender mirrors on both driver and passenger side

Non-smoking truck or truck with no detectable smoke smell

Bottom bunk must be removed and replaced with 3 seats. Each of the three seats must have a minimum lap seatbelt.

Any available vehicle history reports should be submitted with each vehicle bid.

All paperwork required to register and title each vehicle bid must be submitted at time of delivery.

No visual body damage

Prior to award, vehicle must pass inspection and test drive by College of the Ouachitas.

Vehicle bid must have had a used truck inspection and all mechanical defects, discovered during the inspection, must be repaired prior to delivery.

Vehicle must be fully operational

Official Bid Price Sheet
Bid All or None

ITEM	QTY	DESCRIPTION	Unit Price	Total Price
1	1	Trade-in VIN: 1XKAD49XXFJ442419 (credit)	\$ _____	\$ _____ (deduct)
2	1	2013 or newer used truck tractor (for-sale) Fifth wheel located a minimum of 100 inches back from rear of cab Model: _____ VIN: _____	\$ _____	\$ _____
3	1	2013 or newer used truck tractor (for-sale) with Navistar N13 or Detroit DD15 engine Model: _____ VIN: _____	\$ _____	\$ _____

GRAND TOTAL CREDIT AMOUNT

Subtract Item 1, from Items 2 and 3, put **credit amount due** to College of the Ouachitas here: \$ _____ (credit)



Attachment 1

Attachment 2





Attachment 3



Attachment 4



Attachment 5



Attachment 6



Attachment 7

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Attachment 8



NEW TRUCK ORDER

Little Rock, AR 72206
8001 East Port Drive
(501) 490-1500

Arkansas Kenworth, Inc. ("Dealer")

Business as: MHC KENWORTH, MHC HINO, MHC ISUZU TRUCK

PURCHASER			ADDRESS		DATE
College of the Ouachitas			1 College Circle		2/9/2015
BUSINESS PHONE	OTHER PHONE	CITY	COUNTY	STATE	ZIP
(501) 332-0298		Malvern		AR	72104
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE	SALESPERSON
1	2015	Kenworth	T660	Tractor - Sleeper	Russell, Terry
STOCK NO.	COLOR	TO BE DELIVERED ON OR ABOUT		FINANCIAL SOURCE	
273156	silver met	2/26/2015		Cash	
SERIAL NUMBERS:	J442419				
PRICE OF VEHICLE(S) w/o FET				\$133,000.00	
TRUCK HAS 1YR 100K CHASSIS WARRANTY, 2YR 250K ENGINE AND AFTERTREATMENT WARRANTY, 3YR 300K TRANSMISSION WARRANTY, 5 YR 750K REAR END WARRANTY					
TRADE TERMS AGREEMENT APPLICABLE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.					
DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT			ADD F.E.T.		
YEAR	MAKE	MODEL	SUBTOTAL	\$133,000.00	
SERIAL NUMBER			MILEAGE		
BALANCE OWED TO			TRADE DIFFERENCE		
see attached					
PURCHASER'S CERTIFICATION			LESS: TRADE-IN ALLOWANCE		
Purchaser and the person signing this Order on behalf of Purchaser hereby certify that: 1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral. 2. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery. 3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.			LESS: BALANCE OWED ON TRADE-IN		
			TRADE-IN EQUITY		
			LESS: CASH DEPOSIT SUBMITTED WITH ORDER		
			CASH DUE ON DELIVERY(Includes Above Taxes, But May Not Be Inclusive of All Applicable Taxes)		
			UNPAID BALANCE(Amount to be Separately Financed by Purchaser)Due in Cash on Delivery		
			READ ALL PAGES OF THIS ORDER. THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER. THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER. THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF. ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.		
THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT					
SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER):			DATE	ACCEPTED BY DEALER	DATE

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CONTINUATION OF TERMS AND CONDITIONS CONSTITUTING A PART OF TRUCK ORDER

This Truck Order ("Order"), including the front of this Order and these terms and conditions, constitutes a contract for the purchase of the vehicle(s) or chassis ("Vehicle") listed and described on the front side hereof, between dealer identified on the front side hereof ("Dealer"), and the purchaser identified on the front side hereof ("Purchaser"). This Order is binding upon Dealer and Purchaser upon each party's execution on the front side hereof.

1. PRICE REVISION: The manufacturer of any new Vehicle ordered hereunder by Purchaser may change the price to dealer of such Vehicle after the date of this Order. In the event of any such price change, prior to the delivery of any new vehicle to Purchaser, the Dealer shall have the right to change the price of the Vehicle described on the front side hereof by providing notice of such change to Purchaser. If Purchaser does not agree to pay the changed price of the Vehicle, Purchaser shall cancel this Order by providing Dealer with written notice of such cancellation within two (2) days of notice from Dealer of the change in the price of the Vehicle. If Purchaser fails to timely provide Dealer with such written notice, Purchaser shall be bound to pay the changed cash price of the Vehicle. In the event Purchaser cancels this Order pursuant to this Paragraph 1 and has traded a used vehicle as part of the consideration for a new Vehicle purchased by Purchaser, such traded-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer, the amount received therefore less a selling commission of 15% and any expense for storing, insuring, conditioning, or advertising such vehicle for sale shall be returned to Purchaser.

2. DEALER NOT AGENT OF MANUFACTURER: It is understood that there is no relationship of principal and agent between the Dealer and the manufacturer of the Vehicle and that the Dealer is not authorized to act, or attempt to act, or represent itself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer. It is further understood that neither Dealer nor anyone acting on its behalf has made, or adopted from the manufacturer, any guarantee, representation or warranty regarding the residual, trade-in, repurchase or buyback value of the Vehicle (a "Repurchase Obligation"), and that any Repurchase Obligation is the sole and exclusive responsibility of the manufacturer. Purchaser hereby acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any Repurchase Obligation.

3. DISCLAIMER OF WARRANTY: General: References to a "new Vehicle" herein shall mean a motor vehicle that has not been previously registered in any state of the United States of America. References to a "used Vehicle" herein shall mean a motor vehicle which has been previously registered or which should have been registered in a state of the United States of America. **PURCHASER HEREBY ACKNOWLEDGES THAT DEALER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE VEHICLE THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. NO SAMPLE OR MODEL HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE VEHICLE.**

New Vehicles: There are **NO WARRANTIES**, express or implied, made by Dealer or the manufacturer, on any new vehicle described on the front of this Order, except for the manufacturer's warranty applicable to such new Vehicle contained in the separate manufacturer's warranty which will be furnished to Purchaser upon delivery of the new

Vehicle. Such separate manufacturer's warranty shall be expressly IN LIEU OF any other express or implied warranty, condition or guarantee on the new Vehicle or any part thereof. Purchaser hereby acknowledges and agrees that Purchaser has not in any manner adopted the manufacturer's warranty as a warranty of the Dealer and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty.

Used Vehicles: Dealer sells any used vehicle AS IS with all faults and defects, and the Dealer disclaims all warranties with respect to the Dealer in connection with the sale of any used Vehicle. If the Purchaser is assigned the remaining term of any manufacturer's warranty, Purchaser hereby acknowledges, agrees, represents and warrants that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of Dealer, and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. As between Purchaser and Dealer, the entire risk as to the quality and performance of any used Vehicle is assumed by Purchaser. As between Purchaser and Dealer, the Purchaser assumes the entire cost of service and repair and loss with respect to any used Vehicle found to be defective.

4. LIMITATION OF LIABILITY: DEALER WILL NOT BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY A THIRD PARTY. IN NO EVENT SHALL DEALER'S TOTAL AGGREGATE LIABILITY TO PURCHASER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, LICENSE OR USE OF A VEHICLE SUBJECT TO THIS ORDER OR THESE TERMS AND CONDITIONS EXCEED THE PURCHASE PRICE PAID FOR SUCH VEHICLE. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

5. TRADE-IN VEHICLE: If a vehicle has been traded in as a part of the consideration for the Vehicle ordered by Purchaser hereunder and such traded-in vehicle is not delivered to Dealer until delivery to Purchaser of the Vehicle, such traded-in vehicle shall be reappraised as directed by Dealer and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Order, Purchaser may, cancel this Order by providing Dealer with written notice of such cancellation within two (2) days after the reappraisal or prior to delivery of the Vehicle ordered hereunder to Purchaser whichever is earlier. If Purchaser fails to timely provide said written notice of such cancellation, Purchaser shall be bound to the amount of the reappraisal and shall pay the changed cash portion of the price of the Vehicle. The condition of any trade-in vehicle shall strictly comply with and Purchaser shall strictly comply with any Trade/Purchase Terms and Conditions Agreement signed by Purchaser ("Trade Terms Agreement"). If the condition of any trade-in vehicle is not strictly in compliance with, or if Purchaser has not strictly complied with the Trade Terms Agreement, Dealer shall not be obligated to accept the trade-in vehicle and the allowance shown on the front side hereof shall be deleted and Purchaser shall not be entitled to such allowance and Purchaser shall pay the amount of the deleted allowance to Dealer in cash upon delivery of the Vehicle.

6. PURCHASER'S REPRESENTATIONS AND WARRANTIES: Purchaser hereby represents and warrants that: (a) the trade-in vehicle shall be delivered free and clear from any security interest or other lien or encumbrance of any third person (except as otherwise noted on the title and agreed to in writing by Dealer at the time of the execution of this Order); (b) Purchaser shall promptly deliver to Dealer a valid certificate of title to the trade-in vehicle; (c) Purchaser has full power, right and lawful authority to dispose of the trade-in vehicle; (d) the trade-in vehicle does not have a cracked or defective head, block, powertrain, or frame (including supportive portion of the unibody); (e) the engine and transmission have not been changed from the manufacturer's original equipment specifications; and (f) while owned by Purchaser, the odometer of the trade-in vehicle has not been replaced, tampered with or otherwise altered in any way and Purchaser has no reason to believe the trade-in vehicle's current odometer reading, as represented on the front side

hereof, does not reflect its actual mileage. Purchaser further represents and warrants that Purchaser will use the Vehicle exclusively for a commercial use.

7. FAILURE OR REFUSAL TO ACCEPT DELIVERY: Except as provided in Paragraphs 1 and 5 of this Order, Purchaser may not cancel this Order. In the event that Purchaser fails or refuses to complete the purchase of the Vehicle, Purchaser shall pay Dealer, as liquidated damages and not as a penalty, the greater of the following: (a) twenty-five percent (25%) of the Total Delivered Price of the Vehicle, or (b) the cash deposit set forth on the front of this Order ("Liquidated Damages"). Dealer may apply any cash deposit made by Purchaser towards the Liquidated Damages. Further, in the event Purchaser has delivered to Dealer a trade-in vehicle as part of the consideration for the Vehicle, Dealer is authorized to sell such trade-in vehicle and Dealer may retain the proceeds thereof to satisfy the Liquidated Damages. Purchaser acknowledges that the Liquidated Damages are reasonable in light of the anticipated or actual harm caused by Purchaser's failure to complete the purchase. Purchaser further

acknowledges that the Liquidated Damages do not constitute a penalty, but instead represent the parties' best estimate of the resulting damages given that the precise damages of Dealer are difficult to calculate.

8. TAXES: Unless otherwise agreed to in a writing signed by Purchaser and Dealer, Purchaser shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by any applicable federal, state and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increases in such taxes taking effect after the date of this Order. Purchaser shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the sale of the Vehicle.

9. FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE: Dealer shall not be liable for failure to deliver or delay in delivery of the Vehicle where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence of Dealer. Further, Dealer will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Dealer.

10. NOTICES: It shall be a condition precedent to any liability of Dealer, whether in contract, tort, or otherwise, arising out of this Order or any other dealings between the parties that Purchaser provide written notice to Dealer of any claim, controversy, or alleged breach of this Order within ten (10) days of the event or occurrence giving rise to such claim, controversy or alleged breach and that Purchaser provide Dealer within a reasonable opportunity to cure the problems or issues giving rise to such claim, controversy or alleged breach of this Order. Notwithstanding the foregoing, Purchaser must provide Dealer with notice of any claim, controversy, or alleged breach of this Order and demand for arbitration within twelve months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve month period. Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the front side of this Order, or (iii) one (1) day after being sent via overnight mail through a respectable overnight delivery company.

11. ARBITRATION: Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in this Paragraph 11. A demand for arbitration shall be made within a reasonable time after a controversy or claim has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based upon such claim or controversy would be barred by the applicable statute of limitations, subject to the restriction set forth in Paragraph 10. The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The parties acknowledge and agree that this Order evidences a transaction involving interstate commerce. Accordingly, the United States Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions of this Order. The place of arbitration shall be the American Arbitration Association's office closest to the location of Dealer designated on the front side hereof. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any relevant issue raised in the arbitration. Regardless of any term or provision herein to the contrary, claims for contribution or indemnity filed by a party in any lawsuit or action filed or asserted by a third party on account of personal injury or death of any person or damage to property shall not be subject to the terms and provisions of this Paragraph 11. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. EXPENSES AND COSTS: Should Dealer be required to institute any action, including any arbitration proceeding, to enforce any of its rights set forth in this Order, then Dealer shall be entitled to reimbursement from Purchaser for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action. In the event Purchaser institutes any action, including any arbitration proceeding, against Dealer and in the further event Dealer prevails in such action, Purchaser shall pay Dealer the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action.

13. MISCELLANEOUS: This Order may not be changed, altered or amended in any way except in writing signed by a corporate officer or authorized manager of Dealer and an agent of Purchaser. Purchaser acknowledges and agrees that Purchaser has had an adequate opportunity to review and revise this Order and the Order shall not be construed against or in favor of Purchaser or Dealer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against Dealer unless it is in a writing signed by a corporate officer or authorized manager of Dealer. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any of these terms or conditions is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. This Order is deemed to have been entered into in the state of the location of Dealer designated on the front side hereof and will be governed by the laws of the state of the location of Dealer designated on the front side hereof, without giving effect to the choice of laws provisions thereof. The remedies expressly provided for in these conditions will be in addition to any other remedies that Dealer may have under the Uniform Commercial Code or other applicable law. Purchaser may not assign this Order without the prior written consent of Dealer. These terms and conditions are for the exclusive benefit of Dealer and Purchaser and no other person will have rights hereunder.

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UNIT TYPE 1

SPECIAL REQUIREMENTS
SPECIAL RESTRICTIONS 0098025 U.S. DOMESTIC REGISTRY

ENGINEERING ASSIGNED RATINGS

GAWR FRONT:	13,200.00 LBS		
GAWR FIRST INTER:	20,000.00 LBS	SECOND INTER	0.00 LBS
GAWR REAR:	20,000.00 LBS		
GVWR:	53,200.00 LBS		

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
----	-----	----	-----	-----
	BASE MODEL			
0000602	T6 SERIES CONVENTIONAL	P		15,077
0070045	T660 SLOPED HOOD	P	0	0
0080055	CARB IDLE EMISSIONS REDUCTION FEATURE CUMMINS ENGINES	P		0
0090008	86 INCH AEROCAB SLEEPER With rear axle capacity less than 59K	P	0	0
	ENGINE AND ENGINE EQUIPMENT			
0123725	ISX15 525 2013 525@2000 1850@1200 with Intebrake, Linehaul Family 3	P		276
N0920	N205 120...STANDARD MAXIMUM SPEED LIMIT			
N0922	N207 0....EXPIRATION DISTANCE (N207)			
N0924	P13 120...HARD MAXIMUM SPEED LIMIT (P1			
N0926	P14 80...MAXIMUM ACCELERATOR PEDAL VE			
N0928	P16 0....ACCELERATOR LOWER DROOP (P16			
N0930	P19 80...MAXIMUM CRUISE SPEED (P19)			
N0932	P38 0....CRUISE CONTROL LOWER DROOP (
N0936	N203 474...RESERVE SPEED FUNCTION RESET			
N0938	N202 0....MAXIMUM CYCLE DISTANCE (N202			
N0940	N206 10...MAXIMUM ACTIVE DISTANCE (N20			
N0942	N201 0....RESERVE SPEED LIMIT OFFSET (
N0944	P11 YES...ENGINE PROTECTION SHUTDOWN (
N0946	P06 NO...GEAR DOWN PROTECTION (P06)			
N0948	P26 1400..MAX PTO SPEED (P26)			
N0950	P02 NO....CRUISE CONTROL AUTO RESUME (
N0952	P04 NO....AUTO ENGINE BRAKE IN CRUISE			
N0954	N209 0....EXPIRATION DISTANCE (N209)			
N0956	P520 YES...ENABLE IDLE SHUTDOWN PARK BR			
N0958	P32 5....TIMER SETTING (P32)			
N0960	P233 YES...ENABLE IMPENDING SHUTDOWN WA			
N0962	P234 60....TIMER FOR IMPENDING SHUTDOWN			
N0964	P516 35....ENGINE LOAD THRESHOLD (P516)			
N0968	P33 NO....IDLE SHUTDOWN MANUAL OVERRUL			
N0972	P230 YES...ENABLE HOT AMBIENT AUTOMATIC			
N0974	P46 40....LOW AMBIENT TEMPERATURE THRE			
N0976	P56 60....INTERMEDIATE AMBIENT TEMPERA			
N0978	P47 80....HIGH AMBIENT TEMPERATURE THR			
1000005	U.S. EPA CERTIFIED SMARTWAY TRACTOR See D.B. Addendum Sec 12.3 for treads	P	0	0
1000152	Prospector version 33.0 Supersedes previous version 32.1	P	0	0

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CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
1000683	Effective VSL Setting 65.0 MPH (USA)	P	0	0
1000858	Engine Idle Shutdown Timer Disabled	P	0	0
1000859	Enable EIST Ambient Temp Overrule	P	0	0
1000860	Enable EIST in PTO Mode	P	0	0
1000870	Use only with MX and Cummins engines Eff EIST 0 Expiration Miles (USA)	P	0	0
1002060	Use only with MX and Cummins engines Air compressor:18.7 CFM Cummins, PACCAR PX engines.	P	0	0
1051086	AIR CLEANER POWERCORE 10" ENGINE MOUNT 2007 & 2010+ engines	P	0	0
1105221	Fan Hub:Horton On/Off for ISX15	P	0	0
1121315	Cooling Module: T660 1315 SQ IN	P	0	0
1160205	BUG SCREEN FRT OF GRILLE C500,T800,T880 W900 BEHIND GRILLE T660,T680,T700,T300	P		2
1247180	EXH:RH undr fairing SCR w/dual vert BOS tailpipes MTD indep posts SLPR only	P		90
1290248	Tailpipe: 5" Dual 48" 45 Deg Curved	P		7
1324387	Davco Fuel Pro 382 HTD Fuel Filter/H2O SEP W/INT THERMO & 120 VAC PREHTR W/WIF	P		15
1504005	IMMERSION ENG BLOCK HTR:110-120V/1500W PLUG LOC UNDER DOOR T7, C5, T6, T8 & W9	P		2
1816260	Alternator: PACCAR 160 amp, brush type	P	0	0
1821215	BATT: 4 PACCAR GP31 THR (700) 2800 CCA DUAL PURPOSE BATTERIES	P		62
1836100	PACCAR 12V STARTER	P	0	0
1840062	LOW VOLTAGE DISCONNECT 86" SLPR	P	0	2
1900082	MULTI FUNCTION ENG CONN FOR BODY BLDR for Cummins	P		0
1900996	JUMP START TERMINALS MTD UNDER HOOD	P		11
MAIN TRANSMISSION AND CLUTCH				
2058446	FULLER RTLO18913A 13-SPEED SUPER WITH PUMP AND OIL COOLER	P		112
2250640	Clutch:Eaton 15-1/2" Solo Advantage to 1860 lb-ft ceramic	P		7
2405405	DRIVELINE:2 HVY DUTY; 1 CENTERBEARING	P		99
2429100	Chassis will be fitted w/ LH trans PTO (PREVENTS ECU F/INTERFERING W/PTO ONLY)	P	0	0
2460042	14" EATON/FULLER HI CAP OIL TO WTR CLR STD F/TRAN 1550-2250LBFT.	P	0	0
2493004	AL CLUTCH HSG REPL CAST IRON F/ FULLER TRANS RATED 1450 THRU 2050 LBFT	P		53-
FRONT AXLE AND EQUIPMENT				
2502321	DANA SPICER E-1322I 13.2K 3.5" DROP	P		33
2601605	FR BRK: RSD BENDIX HP-ES 16.5X5*MAX13.2 REDUCED STOPPING DISTANCE TRACTOR ONLY	P		40-
2690008	FR BRK DRUM: CASTLITE 16.5X5	P		68
2701300	HUB:ALUM*HUB PILOT*MAX CAP 13.2K 11.25" BC*"TURBO"*10-BOLT	P	0	0

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UNIT TYPE 1

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
2741970	CONMET PRESET PLUS HUB PKG FRONT AXLE	P	0	0
2750001	FR HUBCAP: VENTED	P	0	0
2765001	FR AUTO SLACK ADJUST	P	0	0
2864012	FR SPR:TAPERLEAF 13.2K W/SHOCK ABSORBER	P		9
2895121	PWR STRG:SING GEAR*SHEPPARD M100P*13.2K	P	0	2
REAR AXLE AND EQUIPMENT				
3124403	DANA SPICER DSP41 40K DUAL	P		31
	7/16" HVY-WALL HSG/INDUCT HARDND SPINDL			
3200325	REAR AXLE RATIO-3.25	P	0	0
3304012	RR BRK:BENDIX RSD 16.5X7 DUAL 46K CAP	P	0	2
	REDUCED STOPPING DISTANCE TRACTOR ONLY			
3392022	RR BRK DRUM: CASTLITE S-CAM DUAL	P		40-
	16.5x7 in.			
3407050	RR HUB:AL HUB-PILOT DUAL 11-1/4"BC	P	0	0
	REQUIRES "R" SERIES OUTER ENDS			
3441972	CONMET PRESET PLUS HUB PKG DUAL RR AXLE	P		0
3465002	RR AUTO SLACK ADJUST: DUAL	P	0	0
3485207	SPRING BRK: 3030 LONGSTROKE DUAL	P		0
3495228	ABS:BENDIX 4S/4M W/AIR TRAC CTRL	P		2
	FR WHL+2GRP RR WHL*AVAIL ONLY W/AIR BRK			
3500022	Brake cam tube bracket with dual tires	P		4
	f/cust who convert to wide base singles			
3730028	KW AG400L 40K DUAL 52" AS	P		225-
	8.5" RIDE HT*W/SINGLE LEVEL VALVE			
TIRES, WHEELS & RIMS				
4077480	FR BR R283ECOPIA 295/75R22.5 16PR	P		2
	AP			
	PART: BR000590 FET: 70			
4277486	RR BR M710ECOPIA 295/75R22.5 14PR	P		36
	DR			
	PART: BR233466 FET: 200			
4900008	CODE-REAR TIRE QTY 08.			
5042246	FR WHL:ACCURIDE 41644 22.5X8.25 AL	U		46-
	hub pil disc brk comp Standard Polish			
5854010	SING FR AXLE: POL OUTBD SURFACE	P		0
	OF WHEELS			
5854012	DUAL RR AXLES: POL OUTBD SURFACE OF	P		0
	OUTER WHLS (QTY 4) -2			
5242246	RR WHL:ACCURIDE 41644 22.5X8.25 AL	U		184-
	hub pil disc brk comp Standard Polish			
5900008	CODE-REAR RIM QTY 08.			
FRAME AND EQUIPMENT				
6054600	FRAME RAILS:10-5/8 X 5/16" STL 337-416"	P		0
	SECTION MOD:14.80, RBM:1,776,000 LBS,			
6308710	BUMPER: AERODYNAMIC, PAINTED	P	0	0
	REQS BUMPER SETTING CODE			
6319048	49.5 INCH BUMPER SETTING*REQS BUMPER	P	0	0
	CODE			

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CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
6321005	REMOVABLE FRONT TOW HOOKS: 2	P		15
6390103	FR MDFLPS	P	0	0
6405045	T6/T7 Batt box module:short length alum par box module under cab, Polymer cover	P	0	0
6409901	BATTERY BOX LOCATION: LEFT HAND SIDE	P	0	0
6410010	FRAME AC EQUIP:GRABHANDLE(S) LH MOUNTED	P		0
6410011	FRAME AC EQUIP:GRABHANDLE(S) RH MOUNTED	P		0
6414003	MEDIUM AL FRAME ACCESS DECK PLATE: 36"	P		15
6419534	FULL LENGTH WHEEL-TO-WHEEL CH FAIRINGS W/INTEGRAL ACCESS STEP LH & RH INCL QTR FENDER & DEF access cutout	P		320
6451037	CAB SIDE SKIRT SUPPORTS:RIGHT HAND SIDE	P	0	55
6593072	FW:AIR JOST JSK37USB-A8PX16 16.0" 7.75" OUTBRD W/RETRAC HANDLE 50K	P		538
6679914	ANY CHANGES TO REAR CAB/SLPR AREA MUST COMPLY WITH FMCSR 399	P	0	0
6679915	CUSTOMER INSTALL BULKHEAD/HEADACHE RACK	P	0	0
6679990	***THIS VEHICLE DOES NOT HAVE ADEQUATE SWING/DIP CLEARANCE WHEN COUPLED TO THE REAR OR FIXD SETTING BHD C/L BOGIE 004.	P	0	0
6690040	MAX FWD SETTING 8"AHEAD CL OF BOGIE			
N6679	RR MDFLP ARMS:FLEETLINE PF30SS STAINLES	P		13
6721144	STEEL TAPERED SPRING LOADED			
6722000	RR MDFLP SHIELDS:WHITE PLASTIC KW LOGO ANTISAIL	P	0	0
6737100	INTEGRAL QTR FENDER INCL W/REMOVABLE FULL CHASSIS FAIRINGS	P	0	0
6744123	SHORT TRACT TAPER BENT/WELD W/O CM	P		2-
6747000	SHORTEST END-OF-FRAME CUTOFF W/SPECIFIED CONFIGURATION Selecting code will override the "overhang" dimension found in Voca Analysis of Prospector.	P	0	0
FUEL TANKS AND EQUIPMENT				
7214135	FUEL TANK:135 US GAL 24.5" AL BOC RPL	P		51
7216135	FUEL TANK:135 US GAL 24.5" AL BOC ADD	P		170
7722024	DEF TANK: LARGE AERODYNAMIC ROUND 26.7 GAL USEABLE **2013 OR LATER	P		40
7889004	FUEL FILL: BEYOND REAR OF SLEEPER	P	0	0
7889245	ANTI-SIPHON DEVICE F/TANK FILLER NECK ANY NUMBER OF TANKS	P	0	0
7889604	DEF TANK LOCATION: LH	P	0	0
7930135	LOCATION RH BEHIND CAB 135 GAL.			
7940135	LOCATION LH BEHIND CAB 135 GAL.			
CAB AND EQUIPMENT				
8025300	CAB: CONVENTIONAL*AEROCAB*CURVED GLASS B3*AVAILABLE ONLY W/AEROCAB SLEEPER*	P	0	0
8077586	SLEEPER: 86" AEROCAB	P		1,667

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UNIT TYPE 1

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
8080945	SLPR DOORS W/SLIDING WINDOW LH/RH 86" STUDIO VIT INTERIOR ONLY	P	0	0
8090602	HOOD: SLOPED AERODYNAMIC W/GRILLE & SEPARATE BUMPER	P	0	0
8178210	HEATER/AIR COND:SEP UNITS CAB & SLPR INCL 5 MODE ROTARY CTRL*N/A W/ 38" SLPR	P	0	0
8190146	2 BALL VLVS F/USE W/PARALLEL PLUMBING* AVAIL AEROCABS EXCEPT 38"	P		4
8201013	STEERING WHEEL: 18" 4-SPK	P	0	0
8201200	STRG COLUMN:ADJ TELESCOPNG TILT*CODE F/18" STRG WHEEL*	P	0	0
8208496	SW: 3 SPARES WIRED TO POWER	P		0
8221144	GAU: AIR SUSP PRESSURE	P		0
8222720	GAU: MANIFOLD PRESS	P		0
8225658	GAU:AXLE OIL TEMP DUAL DR AXLE(2 GAU) W/INTEGRAL WARN LT	P		0
8282004	Kenworth Driver Information Center (Highline display)	P	0	0
8282009	INSTRUMENT PACKAGE	P	0	0
8330486	INTERIOR:CAB/86" SLEEPER DIAMOND STUDIO VIT. INCLDS KW NAVPLUS w/ 2010+ engines	P		154
8343305	INTERIOR COLOR: JET BLACK W/TRIM COLOR DARK SLATE GRAY	P	0	0
8390648	BLACK CARPET REPL FLOORMAT: CAB	P		0
8390748	BLACK CARPET REPL FLOORMAT: SLEEPER	P		0
8412792	DR SEAT: SEARS ATLAS SERIES 80 HB ULTRALEATHER *INCL INBOARD ARMREST*	P		26
8462792	RD SEAT: SEARS ATLAS SERIES 80 HB ULTRALEATHER *INCL INBOARD ARMREST*	P		26
8490150	SEAT COLOR: JET BLACK (PREVIOUSLY LICORICE)	P	0	0
8498454	ARMREST DR SEARS STOWABLE INBOARD ONLY	P		2
8498554	ARMREST RD SEARS STOWABLE INBOARD ONLY	P		2
8520972	SOFABED FOR 86" VIT SLPR 42"X78"	P	0	0
8530237	FLOORMAT: TOOL COMPARTMENT	P	0	0
8698998	2-WAY COAX SPKRS: 2 SLEEPER*WITH OR W/O RADIO*	P		2
8699514	SPKRS: 4 4"X6" HIGH PERFORMANCE*W/ KENWORTH*2 IN CAB HEADER/2 RR CAB CRNR	P		0
8699926	CB installation kit center mounted of header w/quick mt release dual antenna	P		2
8700049	LOGBOOK HOLDER UNDER DASH	P		0
8700101	BLACK DASH REPLACING TRIM COLOR DASH	P		0
8700168	TURN SIGNAL SWITCH: COLUMN-MTD DIMMER INCL INTERMITTENT WIPER CONTROL	P	0	0
8700186	ELECTRIC DOOR LOCKS*LH/RH*	P	0	0
8700188	REMOTE KEYLESS ENTRY*REQ ELEC DOOR LOCK*REQ DAYLITE DOOR	P		0
8700405	STAINLESS STEEL PERMIT PANELS ON CAB *N/A W/LIFT CTRLS OR GAUGES MTD UNDER	P		13

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CHASSIS FINAL BILL
FOR VIN 1XXAD49XXFJ442419

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AS OF 07/07/14

UNIT TYPE 1

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
8800271	GRABHANDLE: 1 LONG RH	P	0	0
8800373	GRABHANDLE: 1 LONG LH	P	0	0
8800400	GRABHANDLE:1 LH INSD DOOR FRAME ABOVE DASH	P	0	0
8800401	GRABHANDLE:1 RH INSD DOOR FRAME ABOVE DASH	P	0	0
8829600	FAIRING: UNDER CAB WITH STEPS	P	0	0
8829612	SIDE EXTENDERS: 19" WIDE W/RUBBER EDGES 7"	P	0	0
8832115	DAYLITE DOOR: LH/RH INCLDS RH PEEPER WINDOW	P	0	0
8841411	AIR HORN: SINGLE UNDER CAB	P	0	0
8850300	CX MIRR: SING 8-1/2"X4-7/16"*PASSENGER SIDE*DOOR MTD, NON-HTD	P	0	0
8865000	MIRROR: DUAL KW AERO MOTOR HTD W/INTGRL HTD CX MIRR & 8.5" MIRROR	P	0	0
8879213	WINDOW LIFT: ELEC POWERED LH/RH SIDE SW LOCATED ON DOOR PAD	P	0	0
8890100	WINDSHIELD: 1-PC W/CURVED GLASS	P	0	0
8890135	SUNVISOR:EXTERIOR STAINLESS STEEL	P		2
8890872	CAB/SLPR AIR SUSP: 38"/62"/72"/86" AEROCAB ONLY*	P	0	0
8891003	ROOF FAIRING: 86"AEROCAB W/ S/L 7" RUBR EXT (FACTORY PAINTED, S/L BACK OF SLPR)	U		86
LIGHTS AND SIGNALS				
9010801	HEADLAMPS: DUAL HALOGEN	P	0	0
9022137	MARKER: 5 RECTANGULAR LED	P		2
9030010	TURN SIGNAL:CONV FENDER-MTD	P	0	0
9052011	FLOODLIGHTS: DUAL FLUSH 1ST SET	P		2
9052012	FLOODLIGHTS: DUAL FLUSH 2ND SET	P		2
9059903	2ND SET LOC: HIGH F/DUAL (LH IF SINGLE)	P	0	0
9059911	1ST SET LOC: MID F/DUAL (LH IF SINGLE)	P	0	0
9060011	SPOTLIGHT: LH-MTD HALOGEN	P		4
9070012	LED Stop/Turn/Tail - Flange Mounted with two LED backup lights	U	0	0
9090039	INTERRUPTER SWITCH FOR MARKER LTS B-CAB:INCL IN TURN SIGNAL;T3 IN DASH	P	0	0
9090065	COURTESY LAMPS: UPPER SKIRT LH & RH TO ILLUMINATE STEPS	P		0
9090845	CIRCUIT BREAKERS: TO REPLACE FUSES *DOES NOT APPLY TO ANY 5-AMP FUSE*	P		0
AIR EQUIPMENT				
9101210	AIR DRYER: BENDIX AD-IS HEATED	P	0	0
9108001	MOISTURE EJT VLV: PULL CABLE DRAIN	P	0	0
9110071	TRAC KIT: CTR FRM-MTD W/HOSETENNA -INCL COMPOSITE GLDHD/LT PLG HLDR	P		24
9121115	AIR/LIGHT LINES: 15 FT COILED	P		2
9140020	NYLON AIR TUBING: FRAME/CAB	P	0	0
9140225	BENDIX TRLR HAND BRK VLV-SPRING LOADED SELF-RETURNING REPL STD	P	0	0

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FOR VIN 1XKAD49XXFJ442419

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UNIT TYPE 1

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
9140328	TRAILER ABS ELECT SUPPLY THRU SAE J560 7 PIN CONNECTOR (PER TMC RP137)	P	0	0
9140702	HOSETENNA BRACKET 2' BOC/S Plus or minus 6"	P		0
N9100	C/R 433564-567 & 433569-570			
ORDER REVIEWED BY APPLICATIONS TECH:				
9290201	Julie Newsome	740-774-5432 U	0	0
SPECIAL EQUIPMENT				
9490206	WARNING TRIANGLE REFLECTOR KIT: 3 TRIANGLES IN PLASTIC CASE	P		4
9490404	FIRE EXT: ONE 5# DRY CHEMICAL TYPE MTD OUTBOARD OF DR. SEAT. CLASS ABC.	P		11
N9450	442414-442414 AA 874728EB SURF BLUE			
N9451	442415-442415 AA L0347EB SOVEREIGN BLUE			
N9452	442416-442416 AA 874659EB SPARKLE GRAY			
N9453	442417-442417 AA 874678EB FLAME RED			
N9454	442418-442418 AA L1677EB AUTUMN SUNBURS			
N9455	442419-442419 AA L0023EB SILVER MET			
N9456	442414-442414 FR N0001EA BLACK			
N9457	442415-442415 FR N0001EA BLACK			
N9458	442416-442416 FR N0001EA BLACK			
N9459	442417-442417 FR N0001EA BLACK			
N9460	442418-442418 FR N0001EA BLACK			
N9461	442419-442419 FR N0001EA BLACK			
N9462	442414-442414 BU 874728EB SURF BLUE			
N9463	442415-442415 BU L0347EB SOVEREIGN BLUE			
N9464	442416-442416 BU 874659EB SPARKLE GRAY			
N9465	442417-442417 BU 874678EB FLAME RED			
N9466	442418-442418 BU L1677EB AUTUMN SUNBURS			
N9467	442419-442419 BU L0023EB SILVER MET			
N9468	442414-442414 FA 874728EB SURF BLUE			
N9469	442415-442415 FA L0347EB SOVEREIGN BLUE			
N9470	442416-442416 FA 874659EB SPARKLE GRAY			
N9471	442417-442417 FA 874678EB FLAME RED			
N9472	442418-442418 FA L1677EB AUTUMN SUNBURS			
N9473	442419-442419 FA L0023EB SILVER MET			
N9474	442414-442414 AS 874728EB SURF BLUE			
N9475	442415-442415 AS L0347EB SOVEREIGN BLUE			
N9476	442416-442416 AS 874659EB SPARKLE GRAY			
N9477	442417-442417 AS 874678EB FLAME RED			
N9478	442418-442418 AS L1677EB AUTUMN SUNBURS			
N9479	442419-442419 AS L0023EB SILVER MET			
PAINT COLOR NUMBER				
9700000	PAINT COLOR NUMBER	P	0	0
N9702	A - SEE PAINT NARRATIVES			
N9720	FRAME SEE PAINT NARRATIVES			
N9760	AIRSHIELD SEE PAINT NARRATIVES			
N9770	BUMPER SEE PAINT NARRATIVES			
N9780	CH FAIRINGS SEE PAINT NARRATIVES			

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UNIT TYPE 1

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
PAINT				
9940030	BUMPER/CHASSIS FAIRINGS PNTD "A" COLOR	P	0	0
9943419	IMRON SOLID 1 COLOR CONV AERO SPEC A	P	0	0
	WILL BE WHT L0006EB IF NOT SPEC'D OTHER			
9960006	***PAINT SKETCH VERIFIED***	U	0	0
9960009	FLEET PAINT ? DEALER ECO REQUIRED	P	0	0
9965510	PAINT:BASE COAT/CLEAR COAT*REQS PAINT	P	0	0
	EXTERIOR & PAINT COLOR L SERIES CODES*			
ORDER INFORMATION				
9999995	CANCEL/REORDER CHASSIS	U	0	0
N9994	EMAIL: TODD.VANAHN@MHCTRUCK.COM			
N9995	CELL PHONE: 405-210-4725			
N9996	SALESPERSON ID: JEFFVENNING			
N9997	DEALER CONTACT			
N9998	NAME: TODD VANAHN PH:405-717-4519			
N9999	JUN 04/29/14 OC011			

** TOTAL ESTIMATED WEIGHT 18,615
TOTAL LIST PRICE

BELOW CHARGES NOT INCLUDED IN TOTAL LIST PRICE
9509472 - TC513 CLASS 8 STOCK BONUS TRACKING CODE 0
9509474 - TC513 CLASS 8 STK BONUS ISX LIST CREDIT
ADJUSTED LIST PRICE

PROMOTION PROGRAM CODE 0000487 @ 0.00 % 0
TC513 KENWORTH 2013 CLASS 8 STOCK BONUS PROGRAM- USA
CHANGE ORDER CHARGE

SURCHARGE/OPTIONS NO DISC
9210210 - Heavy duty Emissions Surcharge \$9250 9,250
TOTAL SURCHARGE/OPTIONS NOT SUBJECT TO DISC 9,250

OPTIONAL EXT WTY & PRV MNT
6679813 - 2013 EPA Emissions Diesel Engine. 0
ULTRA LOW SULFUR DIESEL FUEL ONLY
9200021 - STANDARD WARRANTY 0
TOTAL OPTIONAL EXT WTY & PRV MNT 0

TOTAL TIRE FET INCLUDED -- AS PRODUCED

MARKETING PROGRAMS AND PROMOTIONS

** WEIGHT SHOWN HERE IS AN ENGINEERING ESTIMATE AND DOES NOT INCLUDE
UNPUBLISHED OPTIONS. ACTUAL "SHIPPING" WEIGHT MAY VARY.

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Sold to:
College of the Ouachitas
One College Circle
Malvern, AR 72104

Invoice No. V00400000010615
Date Apr 8, 2015
Account No. 10006
Terms CASH

Salesman: 2391-RUSSELL

Bill Of Sale

2015 KW/T660 \$133,000.00
S/N 1XKAD49XFXJ442419 Stk# 0273156

Total Delivered Price \$133,000.00

Amount due \$133,000.00

MHC KENWORTH - LITTLE ROCK

College of the Ouachitas

THIS IS A BILL OF SALE

MHC KENWORTH - LITTLE ROCK

8001 EAST PORT DRIVE
LITTLE ROCK, AR 72206

PHONE: 1-501-490-1500
FAX: 1-501-490-1853

www.mhctruck.com



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.

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.

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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.

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.