



# Statewide Term Contract

## 070E – 35,000 & 50,000-70,000 GVWR Cab & Chassis Trucks

|   |  |
|---|--|
| <b>Bid Number</b>                               | 201900174  |
| <b>Contract Name</b>                            | 35,000 & 50,000-70,000 GVWR Cab & Chassis Trucks   |
| <b>Effective Dates</b>                          | July 17, 2019 through July 16, 2024  |
| <b>Awarded Vendors and Contacts</b>             | <p><b>35,000 GVWR Cab &amp; Chassis Trucks</b><br/> <b>Velocity Truck Centers</b> – <u>Brian Rashid</u> – (919) 231-2900<br/>           Fax – (919) 231-7274</p> <p><b>50,000-70,000 GVWR Cab &amp; Chassis Trucks</b><br/> <b>TranSource Inc.</b> – <u>Rob Shaw</u> – (919) 782-8785<br/>           Fax – (919) 571-1197</p>  |
| <b>Contract Covers</b>                          | <p>This contract is intended to cover the state's normal requirements for 35,000 GVWR cab &amp; chassis trucks and 50,000-70,000 GVWR cab &amp; chassis dump trucks.</p> <p>A 50,000-70,000 GVWR cab (conventional single or crew) and chassis straight truck will typically be used by NC DOT and other authorized users of this contract in a variety of construction and maintenance dump truck operations, including snow removal and other similar on/off road applications.</p> <p><u>Items and specifications</u></p> |
| <b>Mandatory Contract</b>                       | This is a mandatory Statewide Term Contract for state agencies, departments, institutions, universities and community colleges, unless exempted by North Carolina General Statute. Additionally, non-mandatory entities, including schools and local government, that are allowed by general statute may use this contract.  |
| <b>Special Note</b>                             | Ordering agencies are strongly encouraged to confirm specifications with the vendor prior to placing an order.   |
| <b>Minimum Order</b>                            | The minimum order is one (1) unit.   |
| <b>Equipment Demonstration</b>                  | Training is required upon delivery, and the successful vendor shall provide a qualified representative to provide instruction about proper operation, routine maintenance, safety and service.   |
| <b>Transportation Charges (FOB Destination)</b> | The vendor will deliver, FOB destination, all items within 120 consecutive calendar days after receipt of a purchase order.  |
| <b>Warranty</b>                                 | Each unit is to be warranted bumper to bumper, for a minimum period of one (1) year from date accepted and made ready for operations, regardless of mileage. The warranty shall cover all parts, labor and delivery of parts. In addition, there shall be an extended warranty of one additional year or a total of 150,000 miles on the drive train (engine, transmission and rear axle). There shall be no reduction (prorating) of coverage resulting from age or mileage during the warranty period. In addition, any    |

|                                  |   |
|----------------------------------|---|
|                                  | specific provisions in the manufacturer's standard warranty that exceed the above requirement become part of the warranty for this contract. Any periodic inspections, which may be required and performed by the vendor or his representative, shall be without charge to the owner. |
| <b>Order Placement</b>           | Items and implements will be entered as non-catalog items on the requisition, entering 070E in the contract ID field.   |
| <b>Loaded into E-Procurement</b> | No. Catalogs are not loaded in <u>E-Procurement</u> .   |
| <b>E-Procurement Help Desk</b>   | (888) 211-7440  |
| <b>Contract Manager</b>          | <u>James Brown</u> (984) 236-0253   |
| <b>Contract Addenda</b>          | 10/30/2019: Model Year Price Updates and additional options added   |
|                                  | 1/7/2020: Contract Administrator Change to Ryan Longmire  |
|                                  | 2/4/2020: Contract Administrator Change to Bahaa Jizi   |
|                                  | 5/17/2021: Name Changed to Carolina Freightliner-Western Star   |
|                                  | 7/15/2021: Name Changed to Velocity Truck Centers   |
|                                  | 9/27/2021: TranSource price adjustment on all 2023 models effective 9/27/2021   |
|                                  | 12/15/2021: Velocity Truck: \$2,900 price increase on all MY23 M2/108SD/114SD Trucks effective 12/15/2021   |
|                                  | 7/5/2022: Contract renewal through July 16, 2023. One year remaining.   |
|                                  | 2/3/2023: Contract renewal through July 16, 2024.<br>Contract Administrator changed to Frank Slifer.  |
|                                  | 3/22/2023: Contract Administrator changed to Contract Manager James Brown   |



| CUSTOMER INFORMATION  |   |                                      |   |
|---|---|--------------------------------------|---|
| <b>CUSTOMER NAME:</b>   | Chatham County  | <b>DATE:</b>                         | September 25, 2023  |
| <b>ADDRESS:</b>   | PO Box 608 Pittsboro, NC 27312  | <b>BUSINESS PHONE:</b>               | 919-545-7873  |
| <b>CONTACT NAME:</b>  | Justin Taylor   | <b>CONTACT PHONE:</b>                | 919-545-7873  |
| <b>EMAIL ADDRESS:</b>   | justin.taylor@chathamcountync.gov   | <b>SALESMAN:</b>                     | DJ Pirkle   |
| <p>Thank you for giving us the opportunity to quote your commercial vehicle needs. We look forward to serving as your transportation solution provider. The complete specifications and details of the model configured for your application are included as attachments. We look forward to discussing any questions you might have regarding this proposal. Thank you again for this opportunity to earn your business!</p> |   |                                      |   |
| VEHICLE BEING PURCHASED   |   |                                      |   |
| <b>UNIT:</b>  | <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> MUNICIPAL <input type="checkbox"/> WHOLESALE | <b>STOCK NUMBER(s):</b>              | NA  |
| <b>YEAR:</b>  | 2025  | <b>CPA/CONTROL/INQUIRY:</b>          | 2581663   |
| <b>MAKE:</b>  | Mack HD   | <b>CUSTOMER NO./PARTY ID:</b>        | 3751538712  |
| <b>MODEL:</b>   | GR64F   | <b>QUOTE/DEAL ID:</b>                | BLAN2023000010C626  |
| <b>QUANTITY:</b>  | 1   | <b>ESTIMATED DELIVERY:</b>           | ASAP  |
| <b>COLOR:</b>   | Mack White  | <b>VIN:</b>                          | NA  |
| <b>BODY INFO:</b>   | Gabreath 60k Hoist  | <b>REGISTRATION STATE:</b>           | North Carolina  |
| USED VEHICLE TRADED IN AND/OR OTHER CREDIT  |   |                                      |   |
| <b>YEAR:</b>  | NA  | <b>APPRAISED BY:</b>                 | NA  |
| <b>MAKE:</b>  | NA  | <b>ODOMETER READING (MILES):</b>     | NA  |
| <b>MODEL:</b>   | NA  | <b>ODOMETER ACTUAL/CORRECT:</b>      | <input type="checkbox"/> YES <input type="checkbox"/> NO                                      |
| <b>VIN:</b>   | NA  | <b>TRADE IN ALLOWANCE</b>            | \$ -  |
| <b>COLOR:</b>   | NA  | <b>BALANCE OWED:</b>                 | \$ -  |
| <b>BODY INFO:</b>   | NA  | <b>NET ALLOWANCE:</b>                | \$ -  |
| <b>BALANCE OWED TO:</b>   | NA  | <b>DEPOSIT</b>                       | \$ -  |
| <b>ADDRESS:</b>   | NA  | <b>CASH WITH ORDER:</b>              | \$ -  |
| <b>ACCOUNT NUMBER:</b>  | NA  | <b>TOTAL CREDIT:</b>                 | \$ -  |
| FINANCIAL INFORMATION   |   |                                      |   |
| <b>CASH PRICE:</b>  | \$ 216,267.95   | <b>TOTAL PRICE OF ONE (1) UNIT:</b>  | \$ 245,105.00   |
| <b>EXTENDED WARRANTY:</b>   | \$ 3,210.00   | <b>TOTAL PRICE OF ORDER:</b>         | \$ 245,105.00   |
| <b>LOCAL TAX RATE:</b>  |   | <b>TOTAL CREDIT:</b>                 | \$ -  |
| <b>LOCAL TAX ON WARRANTY:</b>   | \$ -  | <b>CASH BALANCE DUE ON DELIVERY:</b> | \$ 245,105.00   |
| <b>FEDERAL RETAIL EXCISE TAX:</b>   | \$ 25,627.05  | <b>SUBJECT TO FRET?</b>              | Yes   |
| <b>DMV FEES:</b>  | \$ -  |                                      |   |
| <b>LICENSE, LICENSE TRANSFER:</b>   | \$ -  |                                      |   |
| <b>EXCISE TIRE TAX:</b>   | \$ -  |                                      |   |
| LIEN HOLDER INFORMATION   |   |                                      |   |
| <b>NAME:</b>  |   | <b>TRANSACTION TYPE:</b>             | <input type="checkbox"/> CASH <input type="checkbox"/> FINANCE <input type="checkbox"/> LEASE |
| <b>ADDRESS:</b>   |   | <b>TERMS/APR:</b>                    |   |
| <b>LIEN # (MS ONLY):</b>  |   |                                      |   |
| WARANTY DISCLAIMER  |   |                                      |   |
| <p>We, the Seller, hereby expressly disclaim all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and we neither assume nor authorize any other person to assume for us any liability in connection with the Sale of the Vehicle. The disclaimer of Warranties does not affect the Manufacturer's Warranty by the Selling Dealer.</p>          |   |                                      |   |
| REGISTRATION COMPLIANCE STATEMENT   |   |                                      |   |
| <p>Purchaser warrants that it is not purchasing any vehicle for use or registration in the State of California, Oregon or any CARB opt in state and acknowledges that doing so may violate the States' emissions laws, and assumes all liability incurred and holds Selling Dealer Harmless from the same.</p>  |   |                                      |   |
| ADDITIONAL NOTES  |   |                                      |   |
| Chassis priced off NC DOT State Contract 070E   |   |                                      |   |
| SIGNATURES  |   |                                      |   |
| *Purchaser by his execution of the order acknowledges that he has read its terms and conditions and has received a true copy of this order  |   |                                      |   |
| <b>PURCHASER'S SIGNATURE</b>  | <b>COMPANY NAME</b>   |                                      |   |
|   | Chatham County  |                                      |   |
| <b>ACCEPTED BY</b>  | <b>DATE</b>   |                                      |   |
| DJ Pirkle   | Monday, September 25, 2023  |                                      |   |



**ADDITIONAL TERMS AND CONDITIONS**

1. As User in this Order the terms (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.
2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly.
3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time, and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefore shown on the front of this Order, Purchaser may, if dissatisfied therewith, withdraw the trade vehicle from this Order, provided, however, that such right to remove the trade is exercised prior to the delivery of the new motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.
4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.
5. Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder and to comply with the terms of this Order, to retain as liquidated damages any cash deposit made by Purchaser, and, in the event a used motor vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for the expenses specified in paragraph 2 above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Purchaser.
6. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories, or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.
7. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.
8. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include state taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, user or occupation taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefore.
9. If a charge for Credit Life Insurance is included in this Order the provisions as to Credit Life Insurance in any retail Installment contract form subsequently executed between the parties hereto in conjunction with this Order shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Credit Life Insurance specified herein, and the finance charge thereon, may be deducted from the Total of Payments and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Order and any retail Installment contract executed in conjunction therewith shall otherwise remain fully effective.
10. **FACTORY WARRANTY: A WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THE VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
11. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USER, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
12. The purchaser, before or at the time of delivery of the motor vehicle covered by this Order, will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.