



211 American Avenue Greensboro, North Carolina 27409  
Toll Free: (877)905-4678 Local: (336)297-9600  
www.MSVehicles.com

## GUILFORD COUNTY CONTRACT NUMBER 90260080

### PURCHASE AGREEMENT FOR MSV SERIES 4000-102 CUSTOM COACH

This Purchase Agreement (hereinafter the "Agreement") for goods and services pertaining to the acquisition of a MSV Series 4000-102 Custom Coach is entered into this \_\_\_\_ day of April 2026 (the "Effective Date"), by and between Matthews Specialty Vehicles Inc., Greensboro, NC (hereinafter "MSV" or "Seller") and Guilford County, North Carolina on behalf of the Guilford County Sheriff's Office (hereinafter referred to collectively as "Buyer"). Seller and Buyer may be alternately referred to herein as "Party," individually, and "Parties," collectively.

- 1. DEFINITION OF TERMS.** The current price of Vehicle including but not limited, to base price and delivery cost is referred to as "Purchase Price". The transfer of Vehicle from Seller, or Seller's agent to Buyer, or Buyer's agent, regardless of location of transfer, and without regard to any formalized acceptance procedures on the part of the Buyer is referred to as "Delivery". The body, chassis, or any combination thereof that constitutes Equipment. Construction platform is referred to as "Shell". The term "Vehicle" refers collectively to the Equipment, Shell, and all customization thereto as reflected in the specifications attached hereto as **ATTACHMENT A**.
- 2. GOODS and SERVICES.** Pursuant to this Agreement, Seller shall construct and deliver to Buyer a MSV Series 4000-102 Custom Coach which shall be configured by Seller as a Law Enforcement Mobile Command Center (hereinafter referred to as the "Vehicle") which shall be built and delivered by Seller in conformance with the written specifications appended to this Agreement as **ATTACHMENT A**. All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY.
- 3. PRICING and PAYMENT.** Subject to this agreement, monetary consideration for the Seller's construction and delivery of the Vehicle in accordance with the specifications in **ATTACHMENT A**, Buyer shall pay Seller the Price of **SEVEN HUNDRED, SEVENTY-THREE THOUSAND, NINE HUNDRED and TWENTY-FIVE DOLLARS and ZERO CENTS (\$773,925.00)**. One-half of that amount shall be paid by Buyer to Seller as a DEPOSIT within fourteen (14) business days of the Parties completing the execution of this Agreement. The purchase price above includes delivery costs, but not any applicable taxes or the costs for vehicle registration and tags. **THE BALANCE OF THE PURCHASE PRICE SHALL BE DUE AT DELIVERY.** Payment will be made only from budgeted funds in accordance with Chapter 159 of the North Carolina General Statutes. This Agreement is subject to annual appropriation of funds by the Guilford County Board of Commissioners or other funding source, pursuant to N.C. Gen. Stat. §153A-13.
- 4. MAXIMUM FINANCIAL EXPOSURE.** The maximum financial exposure to the Buyer under this Agreement (not including any agreed upon change orders or agreed upon surcharges, applicable taxes or the costs for vehicle registration and tags) shall not exceed **\$773,925.00** unless Buyer consents and agrees to a different total price in writing..
- 5. ACCEPTANCE.** This Agreement shall not be binding on the Seller or Buyer until this Agreement is fully executed by both Parties.. . No modification shall be permitted unless agreed to in writing by all of the Parties.



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- 6. CHANGE ORDERS.** Seller shall not be obligated to implement any changes or variations in the scope of work described in **ATTACHMENT A** unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedules, or other contractual modifications. This includes any changes or variations necessitated by a change in applicable law occurring after the effective date of this Agreement.
- 7. SURCHARGES.** Seller and Buyer acknowledge the economic uncertainty relating to supply chains, energy resources, and fuel and freight costs existing at the time of the execution of this agreement. That acknowledged, any proposed surcharges or price increases caused by the foregoing factors must be described and documented in writing by Seller and agreed to in writing by Buyer before Buyer assumes any responsibility for paying those increased amounts.
- 8. DELIVERY.** The Vehicle's delivery date is **365-420 days from the date this Agreement is fully executed by the Parties.** Any delivery date shown or provided in oral or written form by the Seller is estimated. Seller shall use its best business efforts to complete delivery by that date. Delivery of the Equipment is contingent upon the Buyer having satisfied all outstanding obligations due by the Buyer to the Seller. Delivery of the Vehicle shall be in accordance with the Buyer's instructions. The risk of loss for the Equipment shall pass to the Buyer upon delivery of the Equipment to the Buyer or its agent.
- 9. FORCE MAJEURE.** Except for Buyer's payment obligations, Seller and Buyer shall have no liability for any non-performance or delay in performance of their respective obligations due to events beyond their reasonable control, including, without limitation, fire, storm, flood, earthquake, explosion, accident, acts of public enemy, wars, riots and public disorder, sabotage, strikes, lockouts, labor disputes, labor shortages, work slowdown, stoppages or delays, shortages or failure or delays of energy, materials, supplies, or equipment, transportation, embargoes or delays, acts of God, and breakdown of machinery or equipment.
- 10. SECURITY AGREEMENT.** The Buyer hereby grants to the Seller a security interest in the Vehicle, to secure the Seller for the payment of all amounts now or hereafter due to the Seller by the Buyer. Buyer, by placing its order for the Vehicle, has agreed to pay for such Vehicle in accordance with the terms applicable thereto and as referenced herein. A security interest in the Vehicle, including but not limited, to the Vehicle or Vehicle MSO (title) shall remain with the Seller until Buyer has satisfied all outstanding obligations due by the Buyer to the Seller, unless otherwise agreed in writing. Failure of the Buyer to make any aforementioned payment or interim payments to the Seller as agreed shall constitute default under these Terms of Sale. Upon default, the remedies of the Seller shall be those applicable to a Seller under the North Carolina Uniform Commercial Code. Within ten (10) days of Seller's receipt of payment in full from Buyer, the Seller shall extinguish any and all security agreements in the Equipment and provide Buyer with written proof of the same.
- 11. SUBCONTRACTORS.** Seller shall have the right, in its sole and absolute discretion, to subcontract for the performance of all or any portion of Seller's obligations, provided, however, that Seller shall remain responsible for the performance of this Agreement. Seller shall, however, obtain warranties from all subcontractors for labor and/or parts/equipment provided by those subcontractors. Warranties provided by subcontractors shall, at a minimum, operate in favor of Buyer. Seller is free, in its discretion, to require that warranties provided by subcontractors also operate in Seller's favor.



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12. **RETURN.** The Vehicle shall not be returned to the Seller without its prior written approval. Buyer shall be responsible for all transportation costs in connection with a return of the Vehicle to Seller.
13. **SEVERABILITY; WAIVER.** The terms and provisions set forth in these Terms of Sale are severable and the invalidity of any one provision or term shall not affect the enforceability of the remaining provisions or terms. Failure or delay of the Seller or Buyer in exercising any right, power, or privilege shall not operate as a waiver of any such right, power or privilege.
14. **GOVERNING LAW; VENUE.** The Parties acknowledge and agree that the laws of the State of North Carolina shall govern their respective rights, duties, and obligations with respect to this Agreement. As such, this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina. It is agreed that any suit to enforce any term of this agreement shall be solely and exclusively heard in the courts of the State of North Carolina located in Guilford County, North Carolina, and the Parties hereto expressly consent to the personal jurisdiction and venue of such North Carolina state courts sitting in Guilford County, North Carolina for such actions. Each party hereby waives any defense with respect to such jurisdiction of any type or nature. The Parties acknowledge and agree that, if a matter in controversy related to this agreement regards a topic for which the courts of the State of North Carolina lack subject matter jurisdiction, such dispute shall be solely and exclusively heard in the federal courts of the United States of America located in Guilford County, North Carolina also known as the United States District Courts for the Middle District of North Carolina..
15. **LIMITATION OF LIABILITY.** Seller shall be liable for direct damages only. Seller's aggregate liability to Buyer for any and all direct, damages, including without limitation, remanufacturing costs and rework costs, de-installation or reinstallation costs, regardless of the legal or equitable theory (tort, contract, or otherwise) upon which the claim is based, and whatever the forum, whether arising out of or in connection with the manufacture, delivery, use, performance, misuse or non-use of its goods or services or any other cause whatsoever, shall not exceed the total of the amount paid by Buyer to Seller for the Vehicle and Equipment hereunder. Seller is not responsible for Buyer's improper or negligent use of the Vehicle.
16. **INDEMNIFICATION** The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions **but only to the extent** allowable by North Carolina law governing indemnification and contribution.
17. **WARRANTIES; WARRANTIES FROM UNDERLYING MANUFACTURERS.** Seller's warranty obligations are contained and described in **ATTACHMENT B** which is appended to this Agreement. The duration of those warranty obligations in **ATTACHMENT B** are as set forth in the warranties. Seller's third-party subcontractors for labor and services as well as its third-party manufacturers and/or suppliers of non-Seller products may provide their own warranties. If so, Seller shall pass along to Buyer the specific warranties offered by such third-party subcontractors, manufacturers and/or suppliers, if any.



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**18. TERMINATION FOR CAUSE.**

If SELLER becomes insolvent, files bankruptcy, and/or fails to fulfill its obligations under this Agreement in a timely and/or proper manner ("breach"), either in whole or in part, and such breach continues for a period of more than thirty (30) days after BUYER has notified SELLER of such breach, then and in that event, BUYER shall have the right to terminate this Contract immediately thereafter by giving written notice to the SELLER specifying the effective date thereof. In that event, BUYER shall have all remedies for breach available to it under North Carolina law.

If BUYER becomes insolvent, files bankruptcy, and/or fails to fulfill its obligations under this Agreement in a timely and/or proper manner ("breach"), either in whole or in part, and such breach continues for a period of more than thirty (30) days after SELLER has notified BUYER of such breach, then and in that event, SELLER shall have the right to terminate this Contract immediately thereafter by giving written notice to the BUYER specifying the effective date thereof. In that event, SELLER shall have all remedies for breach available to it under North Carolina law.

**19. ASSIGNMENT.** Buyer shall not assign this agreement without the prior written consent of Seller. Similarly, Seller shall not assign its rights, duties, or obligations under this Agreement to any other party or entity without the express written consent of Buyer.

**20. MEDIA RELEASE.** Buyer grants to Seller the right to take photographs and/or videos of the Vehicle and Equipment at or before the time of delivery. Buyer hereby irrevocably grants to Seller the perpetual right to use and publish such photographs and/or videos in print or electronically (including via the internet and social media). Buyer acknowledges and agrees that Seller may use such photographs and/or videos on a worldwide, royalty-free basis, with or without the use of Client's name, for any lawful purpose or manner, including, but not limited to, publicity, illustration, advertising, and internet content (including social media). This granting of authority does not, however, provide Seller with the right to take and display photographs and/or videos of Buyer's elected officials or employees. This granting of authority is limited to photographs and/or videos of the Vehicle and Equipment described in this Agreement at or before the time of delivery and does not bestow any further right or license to Seller to display, market, or use the official insignia, emblems, trademarks or seals of Guilford County, NC or the Guilford County Sheriff's Office.

**21. NOTICES.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail or overnight mail to:

BUYER c/o: Victor Isler, County Manager  
Guilford County Government  
301 W. Market Street, Greensboro, NC 27401  
(336) 641-3383

SELLER c/o: Dennis Hoag, Vice President of Sales  
Matthews Specialty Vehicles  
211 American Avenue Greensboro, North Carolina 27409  
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- 22. AMENDMENTS.** The terms of this Agreement may only be modified or revised with a written Contract executed by both Parties.
- 23. E-VERIFY.** will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify.
- 24. HEADINGS/TITLES/WORDING.** Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms “Contract” and “Agreement” have the same meaning and may be used interchangeably throughout this document. The terms “Attachment” and “Exhibit” have the same meaning and may be used interchangeably throughout this document.
- 25. INDEPENDENT CONTRACTOR.** CONTRACTOR shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY. .
- 26. EQUAL EMPLOYMENT OPPORTUNITIES.** GUILFORD COUNTY and the awarded Vendor shall comply with Equal Employment Opportunities (EEO) requirements, and shall ensure that all individuals have an equal opportunity for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status under the Guilford County EEO Plan, as amended, implemented pursuant to 41 CFR Part 60-2.10(a)(3), 41 CFR §60-741.44(a) and 41 CFR §60-300.44(a), and in accordance with the following laws, as amended: Title VII and Title IX of the Civil Rights Act of 1964; The Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973, as amended (Section 503); the Americans with Disabilities Act of 1990; the Vietnam Era Veterans’ Readjustment Assistance Act of 1974 (VEVRAA); the Civil Rights Restoration Act of 1988; NC General Statutes Chapters 116 and 126 and Title II of the Genetic Information Nondiscrimination Act of 2008, the State of North Carolina Equal Employment Opportunity Policy revised April 2019, along with all other applicable federal and state laws governing equal employment opportunities.
- 27. FEDERAL FUNDING – UNIFORM GUIDANCE.** The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS’ regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and



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§200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

## 28. GUILFORD COUNTY LIABILITY INSURANCE REQUIREMENTS.

**WORKERS COMPENSATION:** CONTRACTOR agrees to maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with limits of at least \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, with at least a \$1,000,000.00 aggregate policy limit.

**COMMERCIAL PROFESSIONAL LIABILITY:** CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, single limit for bodily injury liability and property damage liability, with at least a \$2,000,000.00 aggregate limit per occurrence. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

**COMMERCIAL GENERAL LIABILITY:** CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

**UNDERWRITING, ADDITIONAL INSURED, AND CANCELLATION NOTICE REQUIREMENTS:** All insurance shall be written by companies with an AM Best rating "A" or higher. GUILFORD COUNTY shall be named as an additional insured on all of the above-described CONTRACTOR insurance policies, (except Contractor's Commercial Professional Liability Insurance Policy), which shall be primary and not contributory to any other insurance that may be available to the COUNTY. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by CONTRACTOR and GUILFORD COUNTY.

**MAINTENANCE OF INSURANCE COVERAGE AND RENEWAL DOCUMENTATION:** CONTRACTOR original insurance policies or certified copies of policies may be required by COUNTY at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent to the COUNTY at the above address thirty (30) days prior to any expiration date. Upon the COUNTY's offer of award of this Agreement, CONTRACTOR will provide Certificates of Insurance for meeting the required insurance provisions. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate." CONTRACTOR will provide copies of insurance certificate(s) Guilford County Purchasing with their award package.

All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY Attention: Risk Management 301 West Market Street Greensboro, NC 27401

Reference: GUILFORD COUNTY CONTRACT NO. 90260266 With CONTRACTOR'S NAME: Matthews Specialty Vehicles, Inc. In the event CONTRACTOR fails to maintain and keep in force for the duration of this Contract the insurance required herein, the COUNTY may cancel and terminate this Contract without notice.



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**29. ENTIRE AGREEMENT.** This Agreement and its Attachments contain the entire agreement of the Parties related to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, usages of trade and course of dealing, whether written or oral.

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**BUYER:**

Guilford County Government, North Carolina

BY: \_\_\_\_\_

Print Name: Victor Isler

Title: Guilford County Manager

Date: \_\_\_\_\_

**ATTEST**

BY: \_\_\_\_\_

Print Name: Robin B. Keller

Title: Guilford County Clerk to Board

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name: Danny H. Rogers

Title: Guilford County Sheriff

Date: \_\_\_\_\_

**SELLER:**

Matthews Specialty Vehicles, Inc


BY: 

Print Name: Dennis Hoag

Title: Vice President, Sales

Date: April 7, 2026

**ATTEST**

BY: 

Print Name: CHEYNE RAUBER

Date: 4-7-26