

Staff Report

To: Board of Directors
From: Jason Blodgett
Date: March 26, 2026

Agenda Item: 5.3 Server Purchase Ratification

Attachments:

- 5.3.1 45Drives Quote

Recommendation:

Retroactively ratify the \$31,529.32 purchase order agreement the chief executive officer and general manager signed on March 18, 2026, with 45Drives, to avoid further price escalation attributed to increased demand for flash storage.

Discussion:

Mountain Line plans to use this server for storing vehicle footage and facilitating quicker footage retrieval with respect to tasks such as internal investigations, insurance claims, and FOIA requests. This server will host the software needed to simplify and streamline exporting video footage from vehicles and allowing remote viewing of cameras onboard vehicles on the road.

After gathering quotes, the staff determined 45Drives was the most qualified vendor. This vendor provides basic support not found from other vendors at this price point. Mountain Line was required to implement an emergency purchase authorization due to the current volatile nature of the server component market, particularly flash storage. Within the last 2 months, server prices have increased substantially. Though the vendor submitted a valid quote for \$19,573.61 last month, it is now unable to honor the quote due to the rapid upward trend in hardware costs, forcing the staff to seek new quotes. To avoid additional price increases, the CEO and GM executed a purchase agreement prior to board approval.

Financial Impact and Funding Source:

45Drives has proposed a price of \$31,529.32 for this product. This project has been budgeted for and will be funded by a FY2023 Section 5339(a) Bus & Bus Facilities Formula grant that requires a 20% local match.

DBE Certified:

No.

C8 - NVMe - Solution Overview

Quote: 2026228582-4

📅 Date: 2026-03-17

📍 Location: Montana, US

📅 Expiry: 2026-03-24

Prepared For:

Jason Blodgett

Missoula Urban Transportation District

Prepared By:

Allan Hillier

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Description	Quantity	Unit Price	Total Price
Servers			
C8	1	\$31,529.32	\$31,529.32
Micron 7500 PRO 7.6TB (15mm)	4		
Part Number: 2026228582-4A			
Services			
1 Year Warranty	1		
Notes:		Sub Total	\$31,529.32
		Tax	\$0.00
		Total (USD)	\$31,529.32

* 45Drives reserve the right to amend pricing in line with market increases at anytime during the quote period. Due to current market demand on flash hardware, memory and GPU. Customers will be informed of any new pricing before confirming an order.

* Note: Tax is subject to change based on your specific location. if your company is tax-exempt, please provide a copy of your tax-exempt certificate.

C8 - NVMe - Hardware Specification (C8)

System Configuration		
Chassis	C8 Color: Graphite Sandtex Logo: 45Drives Dimensions: 21.94"L x 17.24"W x 3.500"H	
Boot Drive	Micron PRO 5400 480GB	Quantity: Single + 1 Redundant
Operating System	Proxmox	
Motherboard	Gigabyte ME03-CE0 - C8	
Processor	AMD EPYC 8124P	Quantity: 1
	Base: 2.45GHz	Turbo: 2.95GHz
	Cores: 16	Threads: 32
RAM	4x 32GB DDR5-RDIMM	Slots: 4/12
Power Supply	Zippy 800W (Redundant)	Wattage: 800
HBA	LSI 9600-16i	Quantity: 1
PCI Slots	PCI-X16: 1/6	PCI-X8: 0/0
Drive Slots	UBM: 4/8	





C8 - NVMe - Solution Overview

Power Consumption	Cycle-up: 240W
	Steady: 141W
Power Connectors	2
Network Ports	0
Rack Space	2U

Terms And Conditions

TERMS AND CONDITIONS

These Terms and Conditions (these "Terms") are the only terms that govern the sale of the goods ("Goods") by 45 Drives USA, Inc., a North Carolina corporation ("45Drives", "our", "us", or "we") to the customer listed on the order form, purchase order, quote, purchase agreement, or invoice (the "Order") to which these Terms are attached ("Customer" or "you"). The accompanying Order and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties related to the Goods, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Customer's general terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms. Any term or condition contained in any purchase order or other communication or document of Customer that adds to or is in any way inconsistent with these Terms is expressly rejected. Capitalized terms used but not otherwise defined in these Terms have the meanings set forth in the Order.

1. PRICE; PAYMENT TERMS

Customer shall purchase the Goods from 45Drives at the prices set forth in the Order. All prices and payments hereunder shall be in US Dollars. All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs, and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, 45Drives' income, revenues, gross receipts, personnel, or real or personal property or other assets. Customer shall pay interest on all late payments at the lesser of the rate of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse 45Drives for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. If any payment remains unpaid for a period of thirty (30) days following the due date, 45Drives reserves the right to cancel all warranty and support hours applicable. We accept Visa, MasterCard, AMEX, and Wire Transfer. Unless net credit terms are agreed to by us in writing, full payment is due prior to shipping. Net credit terms may be available to qualified customers upon request.

2. VALIDITY OF QUOTES

All quotes provided by 45Drives shall remain valid for a period of 30 days from the date of issuance, unless otherwise specified in writing. After this period, 45Drives reserves the right to revise the quoted prices and terms. Due to market availability and supplier pricing volatility, 45Drives reserves the right, within the 30-day validity period, to amend storage drive pricing and/or substitute drive models with functionally equivalent alternatives. Any such changes will be communicated to the customer, and revised pricing or specifications must be accepted by the customer prior to order confirmation.

3. CANCELLATION POLICY

Orders may be cancelled by Customer if they have not entered production yet. A fee of 20% of the value of the Order will apply. We also will accommodate cancellation of Orders that are in production, and Customer will be charged a cancellation fee determined by the value of the Order multiplied by the percentage of work completed at the time of cancellation.

4. LEAD TIME; SHIPPING; TITLE AND RISK OF LOSS

If used in an Order, lead time refers to time of production, starting from receipt of Order to when the Good is shipped. Unless otherwise set forth in an Order, 45Drives shall ship all Goods FOB (as defined under the Uniform Commercial Code) at Customer's delivery location set forth in the applicable Order ("Delivery Location"), using 45Drives' standard methods for packaging and shipping such Goods. Notwithstanding anything in this Agreement to the contrary, any lead time, delivery date or timeframe provided by 45Drives is for informational purposes only and a good faith estimate of the expected lead time, delivery date or timeline for the Goods. 45Drives will use commercially reasonable efforts to fulfill Orders within the timeframes and deadlines stated but in no event shall 45Drives be liable for any losses or damages associated with 45Drives' inability to meet any such timeframes or deadlines. Title and risk of loss or damage to the Products shall pass to Customer upon delivery of the Products at the Delivery Location.

5. INSPECTION

Customer shall inspect the Goods within 7 days of receipt ("Inspection Period"). Customer will be deemed to have accepted the Goods unless it notifies 45Drives in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by 45Drives. "Nonconforming Goods" means only the following: (a) goods shipped is different than identified in the Order; or (b) Good's label or packaging incorrectly identifies its contents. If Customer timely notifies 45Drives of any Nonconforming Goods, 45Drives shall, in its sole discretion, (x) replace such Nonconforming Goods with conforming Goods, or (y) credit or refund the price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. 45Drives shall provide Customer with a shipping label, and Customer shall ship the Nonconforming Goods to 45Drives as set forth on such shipping label. If 45Drives exercises its option to replace Nonconforming Goods, 45Drives shall, after receiving Customer's shipment of Nonconforming Goods, ship to Customer, at 45Drives expense and risk of loss, the replaced Goods to Customer.

6. LIMITED GOODS WARRANTY

We will provide the limited Goods warranties as expressly set forth in the applicable Order. Notwithstanding anything in this Agreement to the contrary, the limited Goods warranty in this Section (and the Limited Warranty on Custom Goods in Section 7 below) shall not apply if: (a) the defect arises due to Customer's improper use, handling, testing, storage, installation or maintenance of the Goods, including without limitation, Customer failing to follow 45Drives' oral or written instructions as to the storage, use, or maintenance of the Goods, (b) Customer modifies, alters, or repairs the Goods, (c) Customer subjects the Goods to abnormal physical stress or environmental conditions; or (d) any causes or conditions beyond 45Drives' control. An extended limited warranty on the Goods may be available for purchase as set forth in the applicable Order. All limited warranties and such extended limited warranties are subject to this Section 6. All warranty replacement parts for the Good provided by 45Drives will be verified to satisfy the original specifications and purpose. If equivalent technology cannot be sourced, a superior verified replacement may be provided for the warranted part of the Good. Unless the Customer approves a certified reconditioned part, 45Drives will obtain warranty replacements from new stock.

7. RMA PROCESS

Once it is determined that a Good (or part of a Good) is defective, we will send you the new Good (or new part) along with the shipping labels to return the defective Good (or part). Place the defective Good (or part) in the box that the new Good (or part) arrives in and place the supplied RMA shipping label and call the shipping company designated by 45Drives for pick up. If you do not ship the defective Good (or part) back to us within 30 days of receiving the shipping label, you shall be charged for the full replacement cost of such Good (or part).

8. EXCLUSIVE REMEDY

45DRIVES' SOLE OBLIGATION, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR ANY BREACH OF THE LIMITED GOODS WARRANTY OR LIMITED WARRANTY ON CUSTOM GOODS STATED IN THIS AGREEMENT SHALL BE, AT 45DRIVES' REASONABLE DISCRETION, FOR YOU TO: (a) receive replacements for defective parts in the applicable Good, in which case you will remove defective parts from the Good, ship defective parts to 45Drives at 45Drives' reasonable expense, and install replacement parts; or (b) return the applicable Good to 45Drives, in which case it will be repaired or replaced and shipped back to you at 45Drives' reasonable expense. Should you choose subsection (a) above, you will use the 45Drives RMA Process in Section 8 and, except as otherwise set forth in subsection (a), Customer will be responsible for all expenses related to part replacement efforts. EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY STATED IN SECTIONS 6 AND 7, ALL GOODS (AND SUPPORT SERVICES) UNDER THIS AGREEMENT ARE SOLD BY 45DRIVES ON AN "AS IS" BASIS AND 45DRIVES MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND REGARDING THE GOODS (AND SUPPORT SERVICES), ALL OF WHICH ARE EXPRESSLY DISCLAIMED, INCLUDING ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY GOODS (AND SUPPORT SERVICES), WHETHER IN TERMS OF OPERATING COSTS, MANUFACTURING OPERATIONS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY 45DRIVES, BY WAY OF TECHNICAL ADVICE, RECOMMENDATIONS, CONSULTATION, SUGGESTIONS OR OTHERWISE, RELATED TO THE USE OF THE GOODS (AND SUPPORT SERVICES).

9. SUPPORT

We offer telephone or email support Monday through Friday 8:00AM EST – 7:00PM EST. Additional support services are available for purchase during installation and ongoing operation. 45Drives offers a 24/7 Emergency Service program for hours outside of normal support. Additional costs, terms, and conditions will apply. 45Drives provides annual support plans, prepaid hourly support and have a flexible pay-as-you-go support offerings. To help your company get on its way we are here to answer any questions or assistance you may need.

10. GOOD STANDING

If Customer fails to fulfill all their obligations under this Agreement with 45Drives, your access to support and warranty services may be suspended by 45Drives. Customers must maintain a financial good standing with 45Drives to continue uninterrupted Support and Warranty services and retain their established credit terms. If Customer wishes to regain access to support and warranty services, you must take steps to rectify the issues that caused you to fall out of good standing. Once the issues have been resolved, Customer may be able to regain access to support and warranty services.

11. POST-ORDER DESIGN CHANGES

Customer-specified changes to 45Drives hardware or solution architecture made after purchase, may result in change of pricing.

12. CUSTOMER INDEMNIFICATION

Customer shall defend, indemnify and hold 45Drives, and its affiliates and subsidiaries, and its and their respective officers, directors, owners, employees, agents, and representatives harmless from and against any and all claims, losses, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees and other costs and expenses of litigation) resulting from or otherwise connected with any of the following: (a) bodily injury, death or property damage caused by Customer or its employees' or agents' acts or omissions with respect to the Goods; (b) any design, requirement, specification, material or other component supplied or approved by Customer for the design and manufacture of any Good, including, without limitation, any claim that such design, requirement, specification, material or other component infringes upon or misappropriates any patent, patent application, copyright, trademark, trade dress, trade secret or other intellectual property right; or (c) any breach of the terms and conditions of this Agreement by Customer or its employees and agents.

13. LIMITATION OF LIABILITY

IN NO EVENT SHALL 45DRIVES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT 45DRIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL 45DRIVES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE LESSER OF: (A) THE TOTAL OF THE AMOUNTS PAID TO 45DRIVES BY CUSTOMER FOR THE GOODS SOLD HEREUNDER, OR (B) \$1,000,000.

14. DISPUTES

The Agreement shall be construed and governed under the laws of the State of North Carolina, without application of conflict of law principles. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the state or federal courts of the city of Wilmington, North Carolina, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THE RIGHT TO A TRIAL BY JURY.

15. NO ASSIGNMENT

Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of 45Drives. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement. Support cannot be transferred without the written consent of 45Drives. If you wish to resell to an end customer, you must identify the end customer and if applicable, the bid package to qualify to transfer support to the end customer.

16. FORCE MAJEURE

45Drives shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term or condition of the Agreement, when and to the extent such failure or delay is caused by or results from the following force majeure events (each a "Force Majeure Event"): acts of God; flood, fire, explosion, tornado, earthquake, hurricane or other natural disaster; epidemic, pandemic, viral or bacterial outbreak; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; governmental orders, laws, emergency proclamations, or quarantine restrictions; actions, embargoes or blockades in effect on or after the effective date of the Agreement; action by any governmental authority; national or regional emergency; shortage or unavailability of materials; shortage or unavailability of labor, strikes, labor stoppages or slowdowns or other industrial disturbances; shortage or unavailability of adequate power or transportation facilities; and/or other events (whether or not foreseeable or similar in type or nature to the previously listed Force Majeure Events) beyond the control of 45Drives. 45Drives shall resume the performance of its affected obligations as soon as reasonably practicable after the removal of the cause of the Force Majeure Event.



17. MISCELLANEOUS

This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following Sections: Section 6 (Limited Goods Warranty), Section 7 RMA Process), Section 8 (Exclusive Remedy), Section 12 (Customer Indemnification), Section 13 (Limitation of Liability), and Section 14 (Disputes).