

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

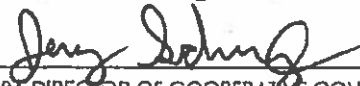
NJPA Contract #: 081716-PMC

Proposer's full legal name: Peterbilt Motors Company

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

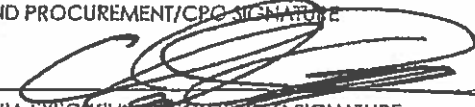
The effective date of the Contract will be November 15, 2016 and will expire on November 15, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on November 15, 2016

NJPA Contract # 081716-PMC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Robert P Woodall - Peterbilt Motors Company

Authorized Signatory's Title Asst General Mgr - Sales & Marketing



VENDOR AUTHORIZED SIGNATURE

Robert P. Woodall
(NAME PRINTED OR TYPED)

Executed on _____, 20__

NJPA Contract # 081716-PMC

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Perturbilt Motors Company Date: 8/11/16

Company Address: 1700 Woodbark Street

City: Denton State: TX Zip: 76205

Contact Person: Janison Giffis Title: National Fleet Sales Manager

Authorized Signature: *Janison Giffis*
(Name printed or typed)

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Peterbilt Motors Company

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

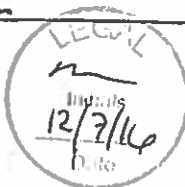
Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.11.1/5	... fifth-year contract option...	Peterbilt reserves the right to accept or reject fifth year contract option.	Accepted as clarification.
3.14/6	Any such dealer will be considered a sub-contractor of proposer/vendor.	Dealers as independently businesses.	Accepted as clarification.
3.23/8	Vendor will take sole responsibility for the performance of delivered equipment/products/services.	Peterbilt Motors Company is responsible for condition of equipment as delivered to dealer. Pre-delivery inspection will be performed by dealer and issues will be addressed through warranty procedures.	Accepted as clarification.
3.23.2/8	Vendor assumes all responsibility for the equipment/products/services/and actions of any such sub-contractor.	Peterbilt Motors Company is responsible for condition of equipment as delivered to dealer. Pre-delivery inspection will be performed by dealer and issues will be addressed through warranty procedures.	Accepted as clarification.
3.26.1/9	...additional one-year renewal/extension.	Peterbilt reserves the right to accept or reject fifth year contract option.	Accepted as clarification.
5.54/16	Proposer agrees to pay for and return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.	Pre-delivery inspection will be performed by dealer and issues will be addressed through warranty procedures. Any vehicle not meeting specified standards of form, fit, or function will be corrected by authorized dealer.	Accepted as clarification.
6.13/19	NJPA reserves the right to request and test equipment/products and related services and seek clarification from Proposers.	NJPA may request factory visit to view manufacturing processes and operate available products.	Accepted as clarification.
7.5/24	Performance bond.	Not industry applicable.	Accepted.

Proposer's Signature: _____

James Luff

Date: 8/30/16

Form C



**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Peterbilt Motors Company

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	
7.7/25	Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA members as it applies to this RFP and contract.	Peterbilt Motors Company will report quantity of units purchased under the program to reflect proposed rebate on per unit basis.	NOT ACCEPTED See below
7.12/6	Under no circumstances may the vendor make unauthorized substitutions.	Dealers will be notified of any product substitution in the event of supplier constraints. Substitutions will be of equal standard.	NOT ACCEPTED See below
8.23/29	Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as part of the purchase order when requested by NJPA or an NJPA member.	Requests will be limited to specific parts/assemblies as they relate to the product being ordered.	ACCEPTED As clarification

Proposer's Signature: *James Duff*

Date: 8/31/14

NJPA's clarification on exceptions listed above:

7.7: The required information must be reported to NJPA to assure compliance with Contract terms. Additionally, this information is crucial to NJPA maintaining accurate membership records.

7.12: The following clarification is Accepted by NJPA: Depending on supplier constraints, Peterbilt Motors Company may substitute specified items with materially equivalent offerings from other suppliers. Offerings that are materially different will be communicated through the dealer network to the end-user.



PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Peterbilt Motors Company

Address: 1700 Woodbrook Street

City/State/Zip: Denton, TX 76205

Telephone Number: 615-707-5801

E-mail Address: janison.griffis@pacor.com

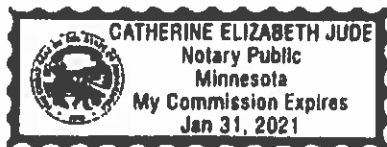
Authorized Signature: *Janison Griffis*

Authorized Name (printed): Janison Griffis

Title: National Fleet Sales Manager

Date: 08/31/16

Notarized



Subscribed and sworn to before me this 31st day of August, 2016

Notary Public in and for the County of Hennepin State of MN

My commission expires: January 31, 2021

Signature: *C. Jude*

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Peterbilt Motors Company

Questionnaire completed by: Jameson Griffis

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? Negotiated by Dealer.
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions? Finance and leasing options are available through PACCAR Financial Corporation.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders. All equipment specifications will be generated by the selling dealer. The order for the equipment will be placed by the selling dealer to Peterbilt Motors Company along with an identifying sales code. This sales code is searchable in the Peterbilt orders database and will allow the unit(s) to be identified as NJPA Member order.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process? Payments terms are negotiated between directly between customer and dealer.

Warranty

- 5) Describe in detail your manufacture warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor? See warranty quick reference attachments.
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage? Warranty limitation are based on time and/or mileage for the vehicle and time/mileage/engine hours for the engine and aftertreatment system that start from the original Date-In-Service of the vehicle.
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? Towing or Road Call to the vehicle location is allowed under the Standard Engine Warranty. The Standard On-Highway Vehicle Warranty does not include towing or road call provisions. An extended towing coverage plan is offered separately for the vehicle.
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair? All warrantable repairs can be performed by any authorized Peterbilt service location in North America.
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? OEM parts must be used in all warrantable repairs.
 - What are your proposed exchange and return programs and policies? Exchanges and returns are addressed by dealer policy.
- 6) Describe any service contract options for the items included in your proposal. Full and modified ervice contract options are available through Pac Lease.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) See Attachment
- 8) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list. See Attachment.
- 9) The pricing offered in this proposal is
 - _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - X c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 10) Describe any quantity or volume discounts or rebate programs that you offer. Pricing offered assumes volume discount.
- 11) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. Sourced goods may be supplied at cost plus 10% at participating dealers.
- 12) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. Pricing will not include federal excise tax or any other state, local, or other use taxes. Pricing includes shipment of chassis from the point of manufacture to a single destination in the contiguous United States and Canada.
- 13) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program. Peterbilt Motors Co. standard freight rate will include shipping to one destination in the contiguous United States and Canada.
- 14) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery. Peterbilt Motors Co. will provide chassis delivery from manufacture at standard freight rate (\$2,125) will include shipping to one destination in the contiguous United States and Canada. Shipping outside of contiguous United States can be arranged at additional costs based on time requirements and shipping methods.
- 15) Describe any unique distribution and/or delivery methods or options offered in your proposal. Peterbilt Motors Company has relationships with select tractor upfitting/body vendors located near its production facilities. These vendors are able to pick up the chassis to perform upfitting and return the chassis to Peterbilt after the modifications are complete. Peterbilt will then ship the chassis to its final destination without additional shipping charges.
- 16) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA. All Peterbilt orders are entered into the production schedule using sales codes that identify required parts, options, and special pricing requirements. NJPA will be provided a unique sales code that will identify NJPA member orders. A self audit will be performed quarterly by searching the Peterbilt internal database for orders with the NJPA sales code that identifies the order as originating from a NJPA member. It will be the NJPA member's responsibility to ensure that the sales code is applied to the order. This can be accomplished by reviewing the specification provided by the dealer. The specifications will list all sales codes associated with the order. This ensures that the NJPA member

to ensure that the sales code is applied to the order. This can be accomplished by reviewing the specification provided by the dealer. The specifications will list all sales codes associated with the order. This ensures that the NJPA member receives correct pricing and that NJPA is awarded the administrative fee. If the code is not placed on the order, the order will be considered as a standard order and pricing or administrative fee will not be guaranteed. Disputes regarding order credit will be limited to the prior quarter's reporting period.

- 17) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.) Peterbilt Motors Company will issue a \$500 credit per chassis ordered to NJPA. The credit will be issued quarterly. All credits will be dependant upon and identified by the required NJPA sales code being attached to the order. Credit disputes will be limited to previous quarter.

Industry-Specific Questions

- 18) Describe any manufacturing processes or material specification-related attributes that contribute to *chassis* strength, durability, and reliability, and that differentiate your offering in the marketplace.

Standard 120,000 psi frame rails custom drilled per specification with Huck Bolt fasteners. Huck Bolts offer 5x fatigue strength of standard nut/bolt assemblies. Peterbilt frames use industry leading air & electrical routings to minimize service issues and extend truck life.

- 19) Describe any manufacturing processes or material specification-related attributes that contribute to *cab* strength, durability, and driver safety/usability, and that differentiate your offering in the marketplace.

Peterbilt trucks are standard with an all aluminum a lightweight, corrosion resistant cab. Piano-style door hinges maintain door alignment and bulkhead-style doors increase cab strength. Stainless steel grill offers additional protection to engine and cooling system components from road debris and impacts. The Metton hood on Peterbilt conventional medium duty conventional and vocational modeals offer superior flexibility and resistance to cracking. The advantage of Metton over fiberglass hoods increases at extreme temperatures. Two stage paint (base coat + clear coat) robotic paint process that ensures even application and maintains the longest lasting color brightness and shade resulting in less paint/corrosion related maintenance items.

- 20) Describe any serviceability attributes (such as remote diagnostics) that your proposal contains. Please indicate which of these attributes are considered "industry-expected attributes" and which you believe are "vendor differentiators."

Peterbilt is an industry leader in technology and innovation. Although remote diagnostics have been available in the market for some time, Peterbilt's SmartLinq. is an improvement over other offerings in the marketplace. SmartLinq addresses feedback from customers regarding remote diagnostic issues and functionality limitations. SmartLinq provides instant data to fleet managers regarding the health status and location of the unit. SmartLinq enables the fleet manager to provide instruction to the driver of how to proceed during a maintenance event. Peterbilt also offers and dash mounted infotainment system. This system can be used to control audio/visual, view cameras, navigation, truck data, and integrated EOBR systems. Peterbilt's Driver Performance Assistant can provide efficiency feedback to drivers. This system monitors the driver's braking, accelerating, etc. to suggest ways to increase fuel economy.

- 21) Provide any market data supporting the longevity and reliability of your proposed solutions.

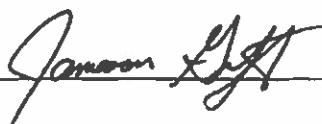
According to R.L. Polk data 1985-2013, 94% of all Peterbilt class 6/7 trucks and tractors were still in operation. 97% of all Peterbilt class 6/7 trucks and tractors were still in operation from 1998-2013. Peterbilt class 6/7 trucks and tractors achieved the highest percentage of units in operation with the lowest ranked competitor at 68% and 83% respectively.

- 22) As a percentage of your total units sold over the past three years, what portion are day cabs? ~50%

- 23) What is your parts order fill rate? ~99%

- 24) What is your US market share? Canadian share (if any)? Medium Duty 7.5% and Heavy Duty 13.1%]

Signature: _____



Date: _____

8/3/14