

**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-KTC

Proposer's full legal name: Kenworth Truck Company, a Division of PACCAR Inc.

**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-KTC

**Vendor Authorized Signatures:**

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

Vendor Name KENWORTH TRUCK COMPANY

Authorized Signatory's Title ASSISTANT GENERAL MANAGER

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

JASON P. SKOOG  
\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on 11/21, 2016

NJPA Contract # 081716-KTC



**NOTICE OF AWARD TO KENWORTH TRUCK COMPANY,  
A DIVISION OF PACCAR INC.  
Request for Proposal #081716  
CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT,  
ACCESSORIES AND SERVICES**

November 15, 2016

Kenworth Truck Company, a Division of PACCAR Inc.  
10630 N.E. 38<sup>th</sup> Place  
Kirkland, WA 98033

Dear Mr. Kleespies:

Congratulations! You have been awarded an NJPA national contract for procurement of "Class 6, 7, and 8 Chassis with Related Equipment, Accessories and Services." Your proposal was accepted, deemed responsive, evaluated, and recommended for award by NJPA's Evaluation Committee as a solution to meet our members' needs. NJPA's Chief Procurement Officer and the Executive Director have approved a contract award to Kenworth Truck Company, a Division of PACCAR Inc., and this award will be effective on the date stated in the Acceptance and Award document.

This award means that you are now an "NJPA Awarded Contract Vendor" and are part of a select group of world-class vendors. We have attached the NJPA Acceptance and Award. Please check to make sure that your organization's authorized representative has signed this document and has provided a fully executed copy to NJPA.

Jed Klein is your NJPA Contract Administrator and will be contacting you soon to discuss plans to make this contract a success for you and our members. Here is Jed's contact information.

Office Phone: 218-895-4169  
Cell Phone: 218-232-5643  
Email: jed.klein@njpacoop.org

Sincerely,

Jonathan Yahn  
Contracts and Compliance Manager

cc: Jed Klein



**Form C**

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



Company Name: Kenworth Truck Company, Division of PACCAR Inc.

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
3.35/10	Warranty	Kenworth Truck Company offers a limited basic vehicle warranty and extended warranties in lieu of implied warranties. The terms and conditions of these warranties generally meet or exceed the warranties offered by other truck manufacturers.	Accepted as clarification.
3.36/10	Additional Warrants	Kenworth Truck Company agrees to accept sole source responsibility for the vehicle and component parts warranted by Kenworth. Kenworth cannot accept responsibility for parts which are separately warranted (e.g. body installations, engines other than PACCAR branded engines). Typically, the Kenworth dealer will work with the responsible manufacturer or service supplier to rectify a defect or performance issue. Or, if desired, the Kenworth dealer will designate a point of contact for the NJPA member.	Accepted as clarification.
7.7/25	Awarded 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. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and description of the items purchased.	Kenworth dealers will report the total gross dollar, member name and address, member number, description of the items purchased, copy of member P.O. and final Kenworth dealer, invoice to member monthly, or at least quarterly. In addition, Kenworth Truck Company will report quarterly the selling Kenworth dealer name, member name, and Kenworth vehicle number (last 6 of the VIN) and send with the NJPA fee.	Accepted as clarification.

Form C


Proposer's Signature: *M. Kelly* Date: 8/26/2016

NJPA's clarification on exceptions listed above:

