

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 #: 101816-MCF

Proposer's full legal name: Mitsubishi Caterpillar America Forklift Inc. (MCFA)

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 December 15, 2016 and will expire on December 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 December 15, 2016

NJPA Contract # 101816-MCF

Vendor Authorized Signatures:

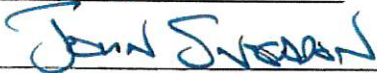
The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Mitsubishi Caterpillar Forklift America Inc.

Authorized Signatory's Title Director of Sales



VENDOR AUTHORIZED SIGNATURE



(NAME PRINTED OR TYPED)

Executed on 14th Dec, 2016

NJPA Contract # 101816-MCF

Form C

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



Company Name: Mitsubishi Caterpillar Forklift America

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
Section 3.F. – 3.3.5/pg. 10	Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty.	Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better <u>in accordance with Proposer's Warranty Certificate submitted and incorporated as part of Vendor's proposal.</u>	Accepted.
Section 3.F. – 3.3.6/pg. 10	Additional Warrants: In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.	Additional Warrants: In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.	Accepted.
Section 5.L. – 5.51/pg. 17	Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member.	Delivered products must be properly packaged. <u>Except as provided for herein,</u> damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time <u>five (5) business days of NJPA's or NJPA Member's determination of any damage at no cost to NJPA or NJPA Member; provided that, Vendor is unable to timely repair or replace the damaged product.</u>	Accepted.
Section 5.L. – 5.54/pg. 18	Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.	5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition; <u>provided that, the NJPA Member has timely inspected and notified Proposer must arrange for the return shipment of the damaged products in accordance with Section 5.51 of any defects or inoperable conditions.</u>	Accepted.
Section 6.H. – 6.27/pg. 23	Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.	...must not be less favorable to NJPA's Members. <u>Notwithstanding the foregoing, in no event will Vendor be obligated to accept and fulfill a purchase order for the submitting NJPA Member that materially deviates from the terms and conditions set forth in this Contract.</u>	See below.

LEGAL
 Initials
 12/9/16
 Date

Section 7.A. Post-Award Operating Issues – 7.5/pg. 25	Performance Bond: Each Member has the final decision on purchase order continuation.	Each Member has the final decision on purchase order continuation <u>with respect to a lack of a required performance bond.</u>	Accepted.
Section 7.H. Contract Termination for Cause and Without Cause – 7.13/pg. 26	NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.	NJPA reserves the right to cancel all or any part of this Contract <u>for cause</u> if the Vendor fails <u>materially breaches this Contract for failing</u> to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity <u>minimum of fourteen (14) days</u> (“Cure Period”) to cure the <u>material</u> breach. The following are some examples of material breaches.	Accepted with a 10 business day cure period.
Section 7.H. Contract Termination for Cause and Without Cause – 7.14/pg. 27	Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately.	Upon receipt of the written notice of <u>the material</u> breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA <u>respond to the notice of breach with Vendor’s proposed remediation or course of action.</u> If the Vendor fails to reasonably address all issues in the written notice <u>within the Cure Period</u> , NJPA may terminate the Contract immediately.	Accepted.
Section 7.H. – 7.19 (new section)	N/A	<u>7.19 Notwithstanding anything to the contrary herein, in no event will termination of this Contract by NJPA or the applicable NJPA Member negatively affect, diminish or modify any in-progress or existing purchase orders of Vendor solely as it relates to customized or non-standard Products.</u>	Accepted.
Section 8.B. General Terms and Conditions – Applicable Law – 8.11 (new section)	N/A	<u>No Liability for Consequential or Indirect Damages: NEITHER PARTY, NOR ITS REPRESENTATIVES, WILL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, LOST PROFITS OR REVENUES, ARISING OUT OF RELATING TO ANY BREACH UNDER THIS CONTRACT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY THE AFFECTED PARTY OR COULD HAVE BEEN REASONABLY FORESEEN BY THE NON-AFFECTED PARTY REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.</u>	Accepted.
Section 8.C. General Terms and Conditions – Assignment of Contract – 8.11/pg. 28	No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA.	No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA <u>which shall not be unreasonably withheld, delayed or conditioned.</u>	Accepted.
Section 8.C. General Terms and Conditions –Assignment of	NJPA reserves the right to reject the acquiring entity as a Vendor.	NJPA reserves the right to reject the acquiring entity as a Vendor <u>if such acquiring entity fails to meet NJPA’s creditworthiness standards.</u>	Rejected.

6.27: Neither NJPA, NJPA Members or Vendor may propose terms which materially deviate from the terms and conditions of the Contract.



Contract Award
RFP #101816

FORM D



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

FORKLIFTS, LIFT TRUCKS, AND RELATED MATERIAL HANDLING EQUIPMENT, ATTACHMENTS,
ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for FORKLIFTS, LIFT TRUCKS, AND RELATED MATERIAL HANDLING EQUIPMENT, ATTACHMENTS, 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: Mitsubishi Caterpillar Forklift Date: 10-31-2016

Company Address: 2121 West Sam Houston Parkway North

City: Houston State: TX Zip: 77043

Contact Person: James Gully Title: General Manager

Authorized Signature: [Signature] (Name printed or typed)

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: Mitsubishi Caterpillar Forklifts America

Address: 2121 West Sam Houston Parkway North

City/State/Zip: Houston, TX 77043

Telephone Number: 713-365-1000

E-mail Address: _____

Authorized Signature: James Bully

Authorized Name (printed): James Bully

Title: General Manager

Date: 10-31-2014

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



PROPOSER QUESTIONNAIRE

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

Proposer Name: Mitsubishi Caterpillar Forklift America (MCFA)

Questionnaire completed by: Steven Rogers and Victor Salcedo

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? Net 30 days
- 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?.

Yes, through our financing partner DLL Commercial Finance. They will conduct a financial assessment and, based on the results, will provide appropriate financing options.

- 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.

Your assigned Dealer and Dealer Representative (Dealer Rep) will work with the local NJPA customer to conduct an application survey to determine the proper material handling equipment for the facility. Your Dealer Rep will prepare a quote for NJPA's customer utilizing our CRM system, which is used to manage all of our quoting and quote-to-order activity. All quotes accepted by the customer will electronically convert from our CRM system into our Manufacturing ERP system as initiated by your Dealer Rep. This step will include final verification of all specs within the quote with prior to placing the order on the factory. NJPA's customer will also have an assigned MCFA Account Coordinator (AC) who will ascertain the factory order acknowledgement and associated Committed Ship Date (CSD) from our factory and communicate this information back to you and the Dealer rep as well.

- 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?

Because the equipment will be purchased through our MCFA dealers, we will defer this question to our independent dealers. Each dealer has various financing options, but these options vary.

Warranty

- 5) Describe in detail your manufacturer 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?

Warranty statements are available online at www.mcfadealers.com and also attached to this file. MCFA will reimburse the servicing dealer for reasonable labor performed in fulfilling MCFA warranty obligations during the period specified in the warranty statement. New lift trucks purchased by the user are covered by MCFA warranty.

The warranty period is a single total period, and the warranty commitment is fulfilled by making repairs or replacements within that period. The standard lift truck warranty period for new MCFA product is outlined in the appropriate warranty statement for each model or brand. The warranty period starts with the warranty start date as indicated on the delivery report. MCFA warrants that each new lift truck sold by MCFA shall be free from defects in material and workmanship.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Complete warranty statement attached. In general this warranty requires proper and timely maintenance and periodic inspections of the lift truck as indicated in the operator's manual furnished with the lift truck.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Yes, 1.5 hour travel time for U.S. and Canadian customers.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs?

MCFA has dealers and certified technicians throughout North America. In very remote locations, there may be local arrangements regarding partnership with another dealer, etc. MCFA can be contacted for more clarification on a case-by-case basis.

- 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?

MCFA is the manufacturer.

- 6) Describe any service contract options for the items included in your proposal.

There are various service contracts available from our MCFA dealers. Because rates vary by region, it would be best for the NJPA member to contact their local MCFA dealer for more details.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

MCFA can nationally and globally offer NJPA the broadest line of material handling equipment across all five ITA classes of product under the Cat lift truck, Mitsubishi forklift and Jungheinrich brands of equipment. In addition to traditional forklift equipment, we also manufacture and globally provide multiple types of automated guided vehicles for a wide array of applications within manufacturing and distribution operations.

- 8) 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.)

Pricing addendum attached.

- 9) 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.

Pricing addendum attached.

- 10) 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).

11) Describe any quantity or volume discounts or rebate programs that you offer.

High volume discounts (10+ units) may be available as a joint offer between MCFA and our MCFA dealer. Because the price range of our products vary so greatly, we will discuss each opportunity with our MCFA dealer on a case-by-case basis.

12) 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.

MCFA can offer Custom Shop Modification (CSM) options on most of our products. Because the range of custom options are so many, and because some customers have very specific requirements, we handle such requests on a case-by-case basis through our MCFA dealers. Our dealer will submit a request to confirm that the item can be installed on the truck without issue. After that, a quote will be generated based on the amount of engineering, labor, materials, and other factors needed to cover such costs plus a small business markup of the item(s) being quoted.

13) 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.

Factory freight, local transportation, and dealer preparation are not included in these costs, as these costs vary by distance, regional labor costs, etc. Please

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

A MCFA flat rate pricing matrix is included for your review.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

MCFA uses a flat rate matrix based on region and forklift capacity.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

(None)

17) 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.

MCFA will be monitoring sales to NJPA members via a regular internal audit process. Dealers will utilize a code that will enable them to sell the unit with special discounting to the NJPA member. On a monthly basis MCFA will conduct the audit within our system to identify these sales. The revenue of these sales will be provided to NJPA per the contract (quarterly basis), and paid in a timely manner according to the contract terms.

18) 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.)

1.5% of equipment unit sales revenue (excluding freight, taxes, or other non-revenue fees) of the first 50 units sold through the program. After 50 units, we will increase the amount to 2% of equipment units sales revenue (excluding

freight, taxes, and other non-revenue fees). This graduated percentage is an incentive for all parties to promote and make the program a success ahead of the next term contract opportunity.

Industry-Specific Questions

19) What is your US market share for the solutions you are proposing in this response? What is your Canadian market share, if any?

MCFA's market share is 12% to 15% in North America including Canada.

20) What is the average operating cost per hour of an electric truck operating inside a warehouse?

Average cost is \$1.10 per hour

21) What is the average operating cost per hour of an engine-powered truck operating in an outside yard setting?

Average cost is \$1.75 per hour

22) Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response? If so, provide a recommended service & maintenance agreement for a periodic/preventive and/or full maintenance plan. What are recommended service intervals?

Maintenance services available include: Time and Material, Planned Maintenance Basic (flat rate labor only), Planned Maintenance Comprehensive (one amount to include labor, materials and environmental fees), Full Maintenance (all planned and un-planned maintenance less avoidable damage, tires, forks and seats), Complete Maintenance (all planned and un-planned maintenance including avoidable damage, tires, forks and seats less sentinel and persistent events) , These programs are executed via MCFA's dealer network supplying consistent performance to every customer location. Our products have a 500 hour recommended service interval.

23) Identify any additional costs not included in the cost of the equipment, such as pre-delivery or installation inspections.

Pre-delivery and installation is not included in the price as these costs vary by regional labor costs. Pre-delivery cost (with no truck modifications made after being built at our factory) is usually a nominal fee and usually does not exceed 2% of equipment cost.

For installation costs, some of our more sophisticated (but extremely efficient and productive) warehouse models may require specialized site survey(s), guidance-related installations, etc. Facility floor condition may also be a factor that can affect cost. The local MCFA dealer can explain more about how these costs may relate to a particular model being quoted.

24) Describe any training and/or certification programs related to this proposal, such as OSHA training, safety training, or technician certification.

The MCFA dealer network has over 7,500 trained service technicians and are measured on their ability to maintain a 90% or better first time fix on service calls. MCFA's Service technicians are required to complete 12 hours of service training on our e-Learning Management System [this is tracked] prior to any instructor led classes.

Depending upon the product [IC/Electric/Both], they are required to pass [2] 3-4 day instructor led classes to reach the basic level. Once the basic level is attained, there are [3] levels of certification which require an addition 2-3 instructor led classes. Once certified, they are required to complete X hours [depending upon product/skill level] on eLMS system as well as a minimum as X instructor led classes [depending upon product/skill level] annually to maintain the certification.

25) Is your warranty program handled directly, or does it require a pass through to another manufacturer?

Directly.

26) What is your parts order fill rate?

MCFA maintains a 98% fill rate on emergency orders and the majority of our dealers maintain parts fill from inventory in the 90-95% completion.

Signature:

A handwritten signature in blue ink, consisting of several overlapping, stylized strokes that are difficult to decipher as specific letters.

Date: 10/31/2016