

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New Contract OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. 100907

Re-Bid Other

LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQPW1100012 TERM OF CONTRACT: One -time purchase

Requisition /Project Title: HEAVY, AGRICULTURAL, UTILITY EQUIPMENT

Description: Accessing the National Joint Powers Alliance (NJPA) Contract No. 100907 Heavy, Agriculture, Snow, Utility Equipment and Related Accessories and Supplies for the purchase of two (2) Grove TM500E-2 40-Ton Cranes and accessories for the Miami-Dade County Public Works Department (PWD).

Issuing Department: DPM Contact Person: Aylin Borrego Phone: 305-375-4803
 Estimate Cost: \$994,412.00

Funding Source: GENERAL: (PWD) General Funds FEDERAL: OTHER:

ANALYSIS

Commodity Codes: 765-13			
Contract/Project History of previous purchases three (3) years			
Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.			
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:		\$	\$

Comments: _____

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				

Signed: _____ Date sent to SBD: 9/14/11
 Date returned to DPM: _____

National Joint Powers Alliance® Invitation for Bid (IFB)

HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES

IFB Opening

October 9, 2007
2:00 p.m.

At the offices of the
National Joint Powers Alliance®
200 First Street Northeast, Staples, MN 56479

IFB # 100907

The National Joint Powers Alliance® (NJPA) issues this invitation for bid (IFB) to provide HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES to NJPA and current and potential NJPA government, education, and non-profit Members in all 50 states, with possible international distribution. Specifications and details of this IFB are available until September 21, 2007 and may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or e-mail at gregg.meierhofer@njpacoop.org. Sealed Bids will be received until October 9, 2007 at 2:00 p.m. at the above address. NJPA reserves the right to reject any and all bids.

The text above is the Public Notice to Bidders to be used by NJPA.

IFB and Contract Timeline

*August 31, 2007 and
September 7, 2007
September 21, 2007
October 9, 2007
2: 00 p. m.
October 24, 2007*

- *Publication of IFB MPLS Star Tribune*
- *Deadline for IFB requests*
- *Deadline for bid Submittals, Questions and Public Opening of bids*
- *Bidders are advised of the results of the bid*

Direct questions regarding this IFB to:

Gregg Meierhofer gregg.meierhofer@njpacoop.org (218)894-5473

IFB Procedures offers the methods for submitting questions.

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A. GENERAL INSTRUCTIONS and INFORMATION

1) General Definitions

1.1 Exclusive Vendor- A sole Vendor awarded in a product category. NJPA reserves the right to award an Exclusive Vendor in the event that a single Bidder exhibits the ability to offer the best overall program and demonstrates the ability to serve NJPA Members in all 50 states to the standards excepted by NJPA and as requested in this IFB.

1.2 IFB- Invitation For Bid.

1.3 Line Item pricing- A pricing format where specific individual goods or service is offered at specific individual prices. Goods and services are individually price and described by characteristics such as manufacture name, stock or part number, size, or functionality.

1.4 Percent Discount From Catalog or Category Pricing- A specific percentage discount from a defined published manufacturers list, or catalog price for the products or services being bid. Individualized percentage discounts can be applied to any number of product groupings.

1.5 Hot List Pricing- An optional Line Item Pricing style listing of specially selected products and services identified and understood by the Bidder as the products most commonly purchased by NJPA Members. This list is to be discounted deeper than that of the Percentage Discount From Catalog or Category Pricing or Line Item Pricing list of contracted products. The Hot List Pricing must be individually submitted on an Excel spreadsheet in addition to the other submitted product pricing. Hot List Pricing is optional.

1.6 NJPA- National Joint Powers Alliance®- (NJPA)- is a Minnesota Service Cooperative Created by Minnesota Legislative Statue 123A.21 with the directive and commitment to offer, among other things, procurement services to its membership. Eligible membership includes cities, counties, governmental agencies, both public and private educational agencies, colleges, universities and non-profit organizations. This Minnesota Statute also allows for service to NJPA Member agencies in Minnesota and all other states. To this end NJPA has, through Minnesota Statute 123A.21, established a series of contracts with various Vendors for products and services NJPA Members desire to procure.

1.7 Joint Exercise of Powers- Minnesota Statute 471.59 provides for the joint exercise of a powers which are common to any two units of government by action of their governing bodies. Many other states have enacted the same, or similar, legislation. NJPA Members relying on this legislation must execute a "Joint Powers" agreement with NJPA. NJPA has developed such an agreement in compliance with Minnesota Law and will review and consider appropriate alterations to this document to facilitate compliance with the laws of another state.

1.8 Vendor Contract- This contract to be executed by and between an awarded Vendor and NJPA is to include, but is not limited to performance assurances, responsibilities and all terms and conditions of the facilitation of this IFB and resulting contract. All terms and conditions stated, defined and requested in this IFB shall be considered a part of the Vendor Contract. NJPA is seeking a contract term of 4 years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, but will only continue through successful annual renewals.

1.9 Prime Vendor- Vendor of choice based on a successful bid response and award by NJPA. The Prime Vendor is to be responsible for and facilitate sales, marketing, service and warranty of contracted products. For the purpose of this bid, a Vendor will be considered a Prime Vendor and not a sub-contractor. Prime Vendors using sub-contractors are responsible for all actions of those sub-contractors. NJPA reserves the right to reject any sub-contractor.

1.10 NJPA Members- An NJPA Member is defined as any public or private educational agencies, districts or school boards, and any governmental unit including a city, county, town, political subdivision of Minnesota or

another state, another state, the University of Minnesota, and any agency of the State of Minnesota or the United States, any instrumentality of a governmental unit, and any non-profit. Membership in NJPA is required to participate in any NJPA contract. Any Member of NJPA who is in compliance with the terms and conditions of membership, shall have the option and freedom to access any of the procurement contracts of NJPA.

1.11 Specifications- The accepted guidelines set forth by the **HEAVY, AGRICULTURE, SNOW, UTILTY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES** industry and understood and accepted by national industry standards, as well as by all participants in that industry. Submitted products and equipment are required to meet and/or exceed all current, traditional and anticipated future needs and requirements of NJPA and NJPA Members as they are understood by a responding Bidder. This method of requesting specifications in this solicitation is designed to enable a Bidder to satisfy the needs or requirements for current and future solutions, products, processes or services for a wide variety of NJPA Members. A Bid may be expressed as a standard, a part of a standard or independent of a standard provided it meets the anticipated needs of the NJPA member at an industry-accepted level. It is understood that specifications for goods and services requested are not intended to unnecessarily overdefine specifications of the items capability of satisfactorily meeting the actual needs of NJPA and NJPA Members. If a manufacturer or supplier chooses not to produce or supply equipment, supplies or services to meet these members known specifications, that will be considered sufficient cause to reduce evaluation points. Bidders shall bid equipment, supplies and/or services that they believe comply with the current and future needs of NJPA and NJPA Members. If the Bidder deviates from the industry standard specifications for NJPA type members, reasons must be stated for such deviation and why, in their opinion, the equipment, supplies and/or services they bid will render equivalent functionality, coverage, performance and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid. The award will strongly consider the variety of service and quality of products submitted as well as the demonstrated ability to market the contract. Bidders must outline deviations from this IFB request as a part of the response and label them as such. An acceptable venue for this type of communication would be in the Exceptions to the Terms and Conditions.

1.12 Total Cost of Acquisition- The Total Cost of Acquisition for the equipment being bid, including those payable by NJPA or NJPA Members to either the Bidder or a third party, shall be disclosed in the Bidder's response including but not limited to:

- The cost of the products being bid,
- The cost of accessories, alterations and customizations typically incurred in the acquisition of the equipment being bid.
- The cost of delivery of the equipment and any accessories being bid.
- The cost of any preparatory work making the equipment being bid operational,
- Other costs, where applicable, typically associated with the purchase, delivery and installation of the equipment being bid and making it operational at the purchaser's site.
- Residual, resale, or buy-back value.

1.12.1 Estimated Costs- Any portions of the Total Cost of Acquisition which are estimated must be clearly identified as "Estimated". Any cost NOT identified as "Estimated", wherever located in the Bidders response, constitutes a bid price. No cost payable to the Bidder will be considered "Estimated" regardless of how it is identified in the Bidder's response.

1.13 Purchase Order- Purchase Orders for goods and services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) pursuant to this invitation and any resulting contract. A Purchase Order is an offer to purchase defined goods and services at specified prices by NJPA or NJPA Members pursuant to a contract resulting from this IFB, and an acceptance by the Vendor of the terms and conditions of the Purchase agreement and this IFB.

1.13.1 Governing Law- Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

1.13.2 Additional Terms and Conditions- Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formerly introduce job or industry specific requirements of law such as prevailing wage legislation.

1.14 Potential Bidder- A person or entity requesting a copy of this IFB.

1.15 Bidder- A person or entity delivering a timely response to this IFB.

1.16 Vendor- A Bidder who's bid has been awarded AND has successfully completed a Vendor Contract.

1.17 Bidder's Response- A Bidders Response is the entire collection of documents as they are received by NJPA from a Potential Bidder in response to this IFB.

2) About the National Joint Powers Alliance® (NJPA)

2.1 NJPA is a Joint Powers organization operating under Minnesota Statue 123A.21 and procures contracts under the authority and guidance of the Minnesota Municipal Contracting Law Minnesota Statute 471.345 Subd.15 defining cooperative purchasing. NJPA also serves its national members under MN Statute 471.59 Subd.1 which defines the ability of two governmental agencies to enter into an agreement to share a contract through the action of thier governing boards. This action is based on their local legal ability to recognize and participate in NJPA contracts. The legal access rests on the reference and authority of each individual "Joint Exercise of Powers Authority" and municipal contracting laws within that state. Participation is also authorized by membership and recognizing NJPA's authority to procure on behalf of NJPA Members competitively bid contracts facilitated by NJPA under statutory authority and directive. NJPA operates as a national cooperative offering membership and contract benefits to all qualifying agencies to include all Cities, Counties, Public and private education agencies, and non-profits. A publicly elected Board of Directors calls for bids and awards and holds all contracts and governs NJPA. All bids are competitively solicited and awarded by the NJPA publicly elected Board of Directors.

3) Defined Goals of this IFB

3.1 The general intent of this IFB is to establish a national Line Item Pricing *or* Percentage Discount From Catalog or Category Pricing purchasing contract with a national manufacturer, or a distributor representing multiple manufacturers providing a variety of equipment, products, accessories and services surrounding **HEAVY, AGRICULTURE, SNOW, UTILTY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES**, as used and required by NJPA and NJPA Members. This IFB is solicited by NJPA and on behalf of all current and future NJPA Members as defined. All equipment, products, services and training are to meet or exceed all industry standards and requirements as defined, understood, established, and set forth by those standards. **All responding Bidders must be licensed and with the authority to sell and distribute offered products to NJPA and NJPA Members in all states. Documentation of said licenses and authorities, if applicable, is requested under Tab 3.** It is further the goal of this IFB to allow bidders to anticipate and establish specifications and expectations on behalf of the NJPA Members. The service and distribution area is to cover the entire United States and have the potential to serve NJPA and all NJPA Members possibly internationally. NJPA is interested in expanding service into Canada in the event requests are made by Canadian membership. Bidders will be expected to express willingness to explore service to international NJPA Members. The lack of ability to serve Canada will not be cause for non-award, rather the ability to serve Canada will be viewed as value added. **Important note: NJPA will not be offering specifications**, rather NJPA is requesting an industry standard or accepted specification of products and equipment and service organized and submitted as a part of a Bidder's response to this IFB through a complete product selection in a Line Item Pricing format to include product description, stock number, manufacture and contract price. A Percentage Discount from Catalog or Category Pricing offered by the Bidder is also acceptable if the products and equipment is far too numerous to name and price individually. Bidders are also invited to provide a specific selection of most commonly used

products defined as a "Hot List" of defined products be submitted in an effort to highlight the commonly purchased equipment. The list of products selected for the Hot List Pricing must be discounted deeper than that of the Percentage Discount from Catalog or Category Pricing or Line Item Pricing items. All Hot List Pricing submissions must be submitted in an excel format. All product specifications submitted in the Bidder's response are expected to meet the goals and intent of the bid and current and future **HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES** needs of the NJPA Members as understood by the Bidder. It is important that the products submitted are the products, supplies and equipment typically requested by NJPA or NJPA Members. Consideration will be given in the award based on the completion and degree of information provided regarding available products, equipment, and accessories, as well as, applicable parts of the Bidder Information and Questionnaire. Value added and expanded services as it relates to this IFB area emphasis will be given positive consideration in the award selection. Consideration will value the selection of **HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES** providing products, supplies, equipment and services meeting and/or exceeding today's industry standards and expectations. Award will be made by the NJPA Board of Directors on behalf of the needs of its current and future NJPA Members. NJPA is seeking a Prime and Exclusive Vendor relationship to best serve the overall needs of NJPA and NJPA Members over a wide geographic area. Naturally the goal and intent of this IFB is to follow through with a Vendor Contract to complete this IFB and to be marketed under the National Joint Powers Alliance®. State laws that permit or encourage cooperative purchasing contracts do so with the belief that lower prices, better overall value and time savings will be the result. A contract issued by a cooperative organization can be used by thousands of separate political units, but if it has the same or higher prices than what a NJPA member can get through its own bid, a cooperatively bid contract makes no sense. NJPA requests that **Potential Bidders respond to this IFB only if they are able to offer expanded services and prices lower than what they would ordinarily offer on single government agency, larger school district or cooperative bid requests and/or contracts. Signature will not restrict you from offering lower prices in the future to other high volume opportunities or from lowering prices on this contract. This awarded contract will establish a maximum price ceiling. Custom price adjustments from this ceiling are allowed to meet the specific needs of NJPA Members.**

4) IFB Award Intent

4.1 The intent of this bid is to award a Vendor Contract to a qualifying Bidder and as a result, enter into an Vendor Contract to provide Line Item Pricing and/or Percentage Discount From Catalog or Category Pricing of **HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES** to meet and or exceed the current and future needs of NJPA and NJPA Members. Bidders must respond to this IFB as they understand and anticipate specifications typically requested by NJPA or NJPA Members. It is further the intent and expectation of this request to establish a Vendor Contract with an **Exclusive Vendor demonstrating the ability to serve NJPA Members throughout the entire United States**. In the event the responding Bidders are not able to service a national contract, NJPA reserves the right to award to multiple Bidders to meet this member service requirement.

4.2 Consideration will be given in the bid evaluation based upon the selection and quality of products submitted, percentage of discount, Line Item Pricing, completion and degree of information provided regarding available services and advantages, as well as, applicable parts of the Bidder's Information and Questionnaire. The submission of value added and expanded services will be given positive consideration in the award selection as the Bidder seeks to further exceed the expanding needs of the NJPA current and future member. Consideration will also be given to bids demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's standards. The opportunity to indicate value added dimensions and such advancements will be available in the Bidder's Questionnaire and Bidder's product and service submittal and must be tabbed under Tab 4. Strong consideration will be given to companies demonstrating the ability to effectively market and service NJPA Membership nationally.

4.3 An Award of contract will be made by the NJPA Board of Directors based on the recommendation of the NJPA Bid Review Committee on behalf of its current and future NJPA Members. NJPA is seeking Prime or Exclusive Vendor relationship(s) to meet this need. The goal and intent of this IFB is to follow through with a bid award and

Vendor Contract to be marketed through the NJPA to its participating members. All terms and conditions of this IFB are to be considered a part of the resulting Vendor Contract.

4.4 It is the intent of the NJPA to award a Vendor Contract to the best responsible Bidder(s) offering the best overall selection of products, supplies, equipment and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Bidder's response has been submitted in accordance with the requirements of this IFB. Strong consideration will be given to the best price as it relates to the quality of the product and service. The NJPA shall have the right to waive any informality or irregularity in any Bidder's Response received and to accept the Bidder's Response, which in its judgment, is in the best interests of NJPA's and NJPA Members'. NJPA reserves the right to reject all Bid Responses and advertise again if, in NJPA's opinion, the received bids do not meet or exceed the minimum needs of the NJPA current and qualifying members. Evaluation of Bidder's Responses will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this IFB as defined by industry standards.
2. Prior knowledge of and experience with a Bidder in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of the NJPA and NJPA Members.
4. Evaluation of Bidders' ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Bidder.
6. Experience with serving NJPA-type members.
7. Nature and extent of company data furnished in Bidder's Response.
8. Quality of products, equipment and services offered including value added related services.
9. History of member service.
10. Overall ability to perform sales, solutions and contract support as submitted.
11. Ability to meet service and warranty needs.
12. History of meeting the shipping and delivery of products and services.
13. Technology advancements and related provisions.
14. Ability to market and promote the contract within current business practices.
15. Understanding of the current and future needs of the NJPA Members.
16. Willingness to develop and enter into NJPA contract and business relations.
17. Favorable bond rating and applicable industry standard licensing ability.
18. Past market place successes and brand recognition.

5) Scope of this IFB

5.1 The scope of this IFB is to outline a request to establish a Line Item Pricing and/or Percentage Discount From Catalog or Category bid for **HEAVY, AGRICULTURE, SNOW, UTILTY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES**, products and services from a Prime Vendor with the ability to provide and service a national purchasing contract to NJPA Members. The awarded Vendor must be positioned nationally to offer top quality, industry standard products, solutions and equipment at the lowest possible contract price. Requirements in the bid include exceptional delivery, services and overall best value solutions and are requested. NJPA is requiring new, top-grade, quality products, and current year products and equipment with exceptional warranty provisions. Bids will be evaluated for their marketing plan with a national scope through in-house sales account managers, field representatives, telemarketing and on-line internet ordering, where applicable. Financial stability and an industry leading bond rating are important to insure the financial condition of the Bidder. NJPA is seeking and values a single source of responsibility for products and services to insure the accountability for product performance and member service. This contract must be available to all current and NJPA Members of the NJPA as defined.

6) Summary

6.1 A response to this IFB is an offer to contract with the NJPA based upon the goals, intent, terms and conditions, and scope of products and services contained in and referenced to in this invitation. The awarded

Bidder will be required to enter into a Vendor Contract with NJPA consisting of pricing, services and marketing plan to include the method of ordering and other contract related services. In the event the awarded Bidder and NJPA are not able to come to an agreement about a Vendor Contract, NJPA reserves the right to reject the awarded Bidder, or make the award to the next responsive Bidder based on the 1000 Point Evaluation System. NJPA also reserves the right to exercise the bid bond and retain the funds in the event the Bidder fails to enter into a contract with NJPA within 60 days after the NJPA Board of Directors has made the award.

B. IFB INVITATION AND PROCEDURES

7) General Information

7.1 One of the major benefits to a Bidder is that one response may be prepared to receive a single award that is potentially available to and accessible by many potential buyers from government agencies, education, and non-profit agencies throughout the United States and Canada. Bidders responding to this IFB will prepare two paper and one electronic/digital (CD) copies of pricing and contract services offered (see Form F). NJPA will publish this IFB. Potential Bidders will send responses to a single receiving point of contact at NJPA. Responses will be evaluated and then recommended for approval by the NJPA Bid Review Committee. The NJPA Board of Directors will make awards to the selected Bidder(s). The procurement activities of the NJPA Bid Review Committee is limited to document preparation, answering Bidder questions, advertising the solicitation, distribution of this IFB upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors. Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with as many state laws as possible. It is the responsibility of each participating NJPA member to insure to their satisfaction that these laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with bidding regulations. NJPA encourages the awarded Vendor to assist NJPA and the NJPA member in this research to the benefit of all involved. After the award and contract phase, NJPA Members can issue Purchase Orders for any amount without the necessity to prepare their own IFB, RFP or gathering of necessary quotations. This saves the NJPA Members countless hours of time and allows for more economical and efficient purchasing. State laws permit or encourage cooperative purchasing contracts with the belief that better prices will result.

8) Solicitation of IFB

8.1 Sealed and properly identified Bidder's Responses for this project entitled "**HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES**" will be received by Gregg Meierhofer, Coordinator of Bids and Contracts and Business Development, at NJPA Offices, 200 First Street NE, Staples, MN 56479 until the deadline for receipt and opening of bids **2:00 p.m. on October 9, 2007**. The NJPA Director of Business Developmetn, or Representative from the NJPA Bid Review Committee, will then read the Bidder's names aloud. A summary of the responses to this IFB will be made available for public inspection in the NJPA office in Staples, MN. The Bid Award and resulting Vendor Contract will be awarded within timeframe identified in this IFB. **Specifications are available for pick up or mail delivery until 4:00 p.m. on September 21, 2007**. A letter or e-mail request is required to receive a complete IFB. Send or communicate all requests to the attention of Gregg Meierhofer 200 1st Street Northeast Staples, MN 56479 or gregg.meierhofer@njpacoop.org to receive a complete copy of this IFB. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Bid Submissions or requests for IFB are invalid and will not receive consideration. All Bid Responses must be submitted in a sealed packages. The outside of the package shall plainly specify "**HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES**" To avoid premature opening, it is the responsibility of the Bidder to label the Bid Response properly.

J.

BID OFFERING And ACCEPTANCE AND AWARD IFB # 100907

Form D

HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES

Bid Offering (To be Completed Only by Bidder)

In compliance with the Invitation for Bid (IFB) for **HEAVY, AGRICULTURE, SNOW, UTILTIY EQUIPMENT AND RELATED ACCESSORIES AND SUPPLIES**, the undersigned warrants that I/we have examined the IFB and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products and services in compliance with all terms, conditions of the IFB, any applicable amendments of this IFB, and all Bidder's response documentation. Bidder further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Bidder in fulfillment of this offer is the sole responsibility of the Bidder.

Company Name: Federal Contracts Corp Date: October 1, 2007

Company Address: 7903 Colley Rd

City: Odessa State: FL Zip: 33556

Contact Person: Clark Ricke Title: VP, Sales

Authorized Signature (ink only):  Clark Ricke
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your bid offering is hereby accepted and awarded. As the awarded Bidder, you are now bound to provide the defined goods and services contained in your bid offering according to all terms, conditions, and pricing set fort in the IFB, any amendments to the IFB, and the Bidder's Response. NJPA will now offer to establish a Vendor Contract with you. As the awarded Bidder, you are herby cautioned not to commence any billable work or provide any goods or services under this contract until a Vendor Contract is fully executed. The Vendor Contract will serve to further define responsibilities of the parties with regard to marketing, administration fees, and final terms and conditions. By execution of the Vendor Contract, the parties intend this IFB, Bidder's response to IFB, and Vendor Contract to constitute the final and complete agreement between the NJPA and the awarded Vendor and no other agreements, oral or otherwise, regarding the subject matter of this contract shall bind any of the parties hereto. The term of the agreement shall commence on the date of this award and continue for a maximum term of four years AND which is subject to annual renewal at the option of both parties. Annual renewal dates will be _____, 20____, _____, 20____, _____, 20____, and final maturity for this contract will be _____, 20____.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:  _____
(Name printed or typed)

Title: _____

NJPA Authorized signature:  _____

Title: _____

Awarded this 18th day of October, 2007 Contract Number # 100907