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**Form D**

IFB,  
ACCEPTANCE OF BID  
And  
BID AWARD  
IFB #051706

*Bid, Acceptance of Bid and Contract Award*

**Floor Covering and Related Supplies and Equipment**

Bid to be Completed Only by Vendor

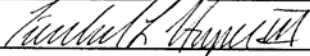
In compliance with the Invitation for Bid for **Floor Covering and Related Supplies and Equipment**, the undersigned warrants that I/we have examined the Instructions to IFB and, being familiar with all of the conditions surrounding the requested products, hereby offer and agree to furnish requested products equipment and services in compliance with all terms, conditions, vendor offered specifications and applicable amendments in this IFB and any written exceptions in the bid. Signature also certifies understanding and compliance with the certification requirements of the Instructions, Terms and Conditions General Specifications Expectations, Technical Specifications requested, Service Expectations and any Special Terms. The undersigned understands his/her and his proposed sub-vendor's competence and responsibility, time of completion and other factors of interest to NJPA as stated in the evaluation section will be a consideration in making the award.

Company Name: Shaw Industries, Inc. Date: May 15, 2006

Company Address: 616 E. Walnut Ave.

City: Dalton State: Georgia Zip: 30720

Contact Person: Jeff Manley Title: Manager--Accounts

Authorized Signature (ink only):  Frederick L. Hooper, III

Acceptance of Bid and Contract Award to be Completed Only by NJPA

Your bid is hereby accepted and awarded. As an awarded vendor, you are now bound to sell the equipment, materials and services listed by the attached bid including all terms, conditions, specifications and amendments as set forth in the IFB and confirmed by the operating contract entered into with NJPA. As the vendor, you are hereby cautioned not to commence any billable work or provide any material or service under this contract until vendor receives an executed contract from the NJPA. The parties intend this 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. No change or modification of the operating contract shall be valid unless it shall be in writing and signed by both parties of the contract. If any provision of the contract is deemed invalid or illegal by any appropriate court of law, the remainder of the contract shall not be affected thereby. The term of the agreement shall commence on the signing of both parties of the contract based on the IFB response and continue through the contract period, unless terminated, canceled or extended. By mutual written agreement, the contract may be extended annually, up to four (4) years, as allowed by Minnesota Law.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: 

Title: \_\_\_\_\_

NJPA Authorized signature: \_\_\_\_\_

Title: \_\_\_\_\_

Awarded this \_\_\_\_\_ th day of \_\_\_\_\_ Contract Number #051706