



## CITY of NOVI CITY COUNCIL

**Agenda Item M**  
**January 8, 2018**

**SUBJECT:** Approval to purchase new flooring for various locations at the Police Headquarters from Shaw Integrated Solutions, in the amount of \$19,911.05 based on National Joint Powers Alliance (NJPA) cooperative purchasing contract.

**SUBMITTING DEPARTMENT:** Integrated Solutions- Facilities Management Division

**CITY MANAGER APPROVAL:** *PA*

<b>EXPENDITURE REQUIRED</b>	<b>\$19,911.05</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 40,100</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$ 0</b>
<b>LINE ITEM NUMBER</b>	<b>101-301.00-976.000</b>

### **BACKGROUND INFORMATION:**

This project consists of replacing the current dilapidated carpet in the briefing room, lunch room, Sergeants Office, and front counter office with new durable Luxury vinyl tile (LVT). The proposed product is the right flooring for the amount of foot traffic in these areas, allowing the life of the product to achieve its recommended specifications. The scope includes the removal and installation of over 2000 ft. sq. of new flooring manufactured by Patcraft Flooring. The selected flooring promotes sustainability as a percentage includes post-consumer renewables. Also included in the scope is the replacement of base molding.

The proposed flooring installation is currently estimated to take place in early February 2018. The proposed flooring is manufactured by Patcraft providing durability with functionality and will provide a clean modern look allowing a state of the art environment for our Citizens and staff.

The pricing is based on the National Joint Powers Alliance (NJPA) cooperative purchasing contract. Contract and product information are attached.

### **RECOMMENDED ACTION:**

Approval to purchase new flooring for various locations at the Police Headquarters from Shaw Integrated Solutions, in the amount of \$19,911.05 based on National Joint Powers Alliance (NJPA) cooperative purchasing contract.



A Berkshire Hathaway Company

<b>Proposal Submitted To</b> City of Novi		<b>Attention</b> Accounts Payable		<b>Phone</b> (248) 347-0460		<b>Fax</b> ( ) -		<b>Date</b> 11/28/17	
<b>Proposal Name</b> Novi Police Dept - Sargent's Office				<b>Job Name</b> Novi Police Dept - Sargent's Office				<b>Job #</b> 81437	
<b>Street</b> 45175 Ten Mile Road				<b>Job Street</b> 45175 Ten Mile Road				<b>Proposal ID</b> 92018	
<b>City, State and Zip</b> Novi, MI 48375		<b>Architect</b> NJPA	<b>Date of Plans</b>	<b>Add #</b>	<b>Job City, State and Zip</b> NOVI, MI 48375		<b>Customer Job #</b> 26244	<b>Customer PO</b> None	

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Metallix LVT 9" x 36" I337V	TBS/To Be Selected	540.00	SF	\$4.50	\$2,430.00
MM800-Resilient Plank and Carpet Tile-4 Gallon		1.00	4 Gal	\$86.90	\$86.90
4" Matte Finish Cove Base	TBS/To Be Selected	1.00	LF	\$110.14	\$110.14
Cove Base Adhesive -1 Gallon		1.00	Gal	\$81.35	\$81.35
Transitions - Furnish & Install		3.00	LF	\$1.70	\$5.11
Carpet Removal		55.00	SY	\$3.58	\$196.90
Disposal of Exiting Carpet		55.00	SY	\$1.21	\$66.55
Demo & Disposal of Existing Base		120.00	SF	\$0.66	\$79.09
Skim Coat		508.00	Each	\$0.93	\$472.44
Ardex Feather Finish (10 lb bag)		2.00	Each	\$25.00	\$50.00
Vinyl Tile - Install		508.00	SF	\$2.90	\$1,473.20
Install-Base-4"-Rubber-Cove		120.00	LF	\$0.97	\$115.91
Reducer - Install		3.00	LF	\$1.82	\$5.46
SIS Project Management		1.00	Each	\$655.05	\$655.05
Freight		1.00	Each	\$272.61	\$272.61
Sales Tax					\$162.50
<b>Base Bid Total:</b>					<b>\$6,263.21</b>

**Proposal Inclusions and Exclusions:**

- Quantities based on plans- \_\_\_\_\_, Dated \_\_\_\_\_. The proposal quantities are based on electronic floor plan only and quantities should be confirmed with your installer.
- Contract # MU15-SHAW. 8/1/17 - 6/30/18.
- Effective October 1, 2017, a 2 % processing fee will be added to any invoice paid with a credit card.
- A 2% fee will be assessed on the total bid amount at time of payment if utilizing a credit card.
- NJPA Contract# 121715
- Local Contact:
- SCFS State License #: AL 47567/S40795, AK 36013, AZ ROC205464/ROC122975, CA 430621, ID RCE13866/PWCC14920A4, LA 54153, MS 20575SC, MT 161842, NV 0047415, NM 371659, ND 48980, OR 125024, PA 168794, RI 33871, TN 64964, UT 69225285501, VA 2705134505, WA SPECTCF972MJ, WV WV031043
- SII License Numbers: AL 50787, AK 40319, AZ ROC300955/ROC300956, CA 1007317, ID RCE-39577/022829-AA-4, MT 216017, NV 0080544/0080545/0080546/0080547, NC 75663, NM 385848, ND 53106, NY 58-2240471C, OR 205839, RI 38919, TN 69109, UT 9531877-5501, VA 2705157974, WA SHAWIII853DO, WV WV054222
- Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
- Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address



Phone: (770) 276-7509  
Fax: (706) 428-3293

616 E. Walnut Ave. PO Drop 2128  
Dalton, GA 30722  
Proposal ID: 92018

A Berkshire Hathaway Company

**Proposal Inclusions and Exclusions:**

11. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products.
12. Please fax your Purchase Order to Shaw Integrated Solutions at fax # 706-428-3293 to initiate the order process. A purchase order is required before materials can be shipped.

**We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:**

Signature: Melanie Taylor Melanie Taylor \$6,263.21  
 Email: melanie.taylor@shawinc.com

**Conditions of Proposal:**

1. This proposal may be withdrawn if not accepted within 30 days of its issuance. Shaw will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Spectra's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and/or F1869 and provide written results to Shaw, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw's work, then Customer shall provide Spectra with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw's control. Customer shall carry insurance for all hazards, including fire. Shaw's workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw harmless from any damage, claim, loss, expense and attorney fees related to Shaw's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.

**ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.**

Customer: City of Novi Signed: \_\_\_\_\_ Date: \_\_\_\_\_



A Berkshire Hathaway Company

<b>Proposal Submitted To</b> City of Novi		<b>Attention</b> Accounts Payable		<b>Phone</b> (248) 347-0460	<b>Fax</b> ( ) -	<b>Date</b> 11/28/17
<b>Proposal Name</b> Novi Police Department				<b>Job Name</b> Novi Police Department		<b>Job #</b> 81398
<b>Street</b> 45175 Ten Mile Road				<b>Job Street</b> 45175 Ten Mile Road		<b>Proposal ID</b> 91973
<b>City, State and Zip</b> Novi, MI 48375	<b>Architect</b> NJPA	<b>Date of Plans</b>	<b>Add #</b>	<b>Job City, State and Zip</b> NOVI, MI 48375	<b>Customer Job #</b> 26244	<b>Customer PO</b> None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Metallix LVT 9" x 36" I337V	TBS/To Be Selected	1,283.40	SF	\$4.50	\$5,775.31
MM800 S131V -Resilient Plank and Carpet Tile-4 Gallon		2.00	4 Gal	\$86.90	\$173.80
Roppe 4" Rubber Cover Base Coiled	TBS/To Be Selected	2.00	LF	\$110.14	\$220.27
Cove Base Adhesive SS-4		1.00	Gal	\$81.35	\$81.35
NJPA - rebate 2%		1.00	SY	\$0.00	\$0.00
Furnish Reducer LVT - Carpet		1.00	Each	\$21.76	\$21.76
Furnish Reducer		2.00	Each	\$1.71	\$3.41
Carpet Removal		88.00	SY	\$3.58	\$315.04
Dispose Existing Carpet		88.00	Each	\$1.21	\$106.48
Demo & Disposal Existing Base		180.00	Each	\$0.66	\$118.64
Skim Coat		1,074.00	Each	\$0.93	\$998.82
Ardex Feather Finish (10 lb bag)		2.00	Each	\$25.00	\$50.00
Vinyl Tile - Install		1,074.00	SF	\$2.91	\$3,125.34
Install 4" Rubber Cove Base		180.00	LF	\$1.69	\$304.77
Reducer / Transitions - Furnish & Install		9.00	LF	\$1.82	\$16.38
SIS Project Management		1.00	Each	\$1,485.74	\$1,485.74
Freight		1.00	Each	\$475.68	\$475.68
Sales Tax					\$375.05
<b>Base Bid Total:</b>					<b>\$13,647.84</b>

**Proposal Inclusions and Exclusions:**

1. NJPA Contract# 121715
2. Local Contact: Kyle Dunaj
3. Proposal does not include removal of any materials containing asbestos.
4. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
5. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products.
6. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will be notified and a price estimate for the completion of the additional work will be prepared.
7. All pricing is based on work being completed during normal working hours.
8. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.



Phone: (770) 276-7509  
Fax: (706) 428-3293

616 E. Walnut Ave. PO Drop 2128  
Dalton, GA 30722  
Proposal ID: 91973

**A Berkshire Hathaway Company**

**Proposal Inclusions and Exclusions:**

- 9. SII License Numbers: AL 50787, AK 40319, AZ ROC300955/ROC300956, CA 1007317, ID RCE-39577/022829-AA-4, MT 216017, NV 0080544/0080545/0080546/0080547, NC 75663, NM 385848, ND 53106, NY 58-2240471C, OR 205839, RI 38919, TN 69109, UT 9531877-5501, VA 2705157974, WA SHAWIII853DO, WV WV054222
- 10. Material title and risk of loss passes to the purchaser at the time of material delivery to the job site.
- 11. Please fax your Purchase Order to Shaw Integrated Solutions at fax # 706-428-3293 to initiate the order process. A purchase order is required before materials can be shipped.

**We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:**

Signature: \_\_\_\_\_ **Melanie Taylor** \$13,647.84  
 Email: [melanie.taylor@shawinc.com](mailto:melanie.taylor@shawinc.com)

**Conditions of Proposal:**

- 1. This proposal may be withdrawn if not accepted within 30 days of its issuance. Shaw will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal.
- 2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Spectra's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
- 3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
- 4. Prior to commencement of Shaw's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and/or F1869 and provide written results to Shaw, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw's work, then Customer shall provide Spectra with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
- 5. All work is contingent upon strikes, accidents or delays beyond Shaw's control. Customer shall carry insurance for all hazards, including fire. Shaw's workers are fully covered by Worker's Compensation and Liability Insurance.
- 6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw harmless from any damage, claim, loss, expense and attorney fees related to Shaw's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.

**ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.**

Customer: City of Novi Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Contract Award  
RFP # 121715**

**FORM D**



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

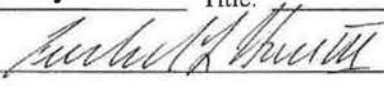
FLOORING WITH RELATED EQUIPMENT, PRODUCTS, SUPPLIES, INSTALLATION, AND SERVICES  
In compliance with the Request for Proposal (RFP) for FLOORING WITH RELATED EQUIPMENT, PRODUCTS, SUPPLIES, INSTALLATION, AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Shaw Industries, Inc. Date: 12/17/2015

Company Address: 616 E. Walnut Ave.

City: Dalton State: GA Zip: 30721-4409

Contact Person: Wanda Dunaway Title: Director of Education Markets, Shaw Contract Group

Authorized Signature (ink only):  Frederick L. Hooper, III  
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #121715 FLOORING WITH RELATED EQUIPMENT, PRODUCTS, SUPPLIES, INSTALLATION, AND SERVICES

Shaw Industries, Inc.  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be February 16, 2016 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] Dr. Chad Conner He  
NJPA Executive Director (Name printed or typed)

Awarded this 16th day of February, 2016 NJPA Contract Number # 121715-SII

NJPA Authorized signature: [Signature] Scott Veoren  
NJPA Board Member (Name printed or typed)

Executed this 16th day of February, 2016 NJPA Contract Number # 121715-SII

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Shaw Industries, Inc.

Vendor Authorized signature: [Signature] James L. Kirkpatrick  
Title: Treasurer (Name printed or typed)

Executed this 18 day of February, 2016 NJPA Contract Number # 121715-SII



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

**REQUEST FOR PROPOSAL (herein RFP)**

for the procurement of

**FLOORING WITH RELATED EQUIPMENT, PRODUCTS, SUPPLIES,  
INSTALLATION, AND SERVICES**

**RFP Opening**

**DECEMBER 18, 2015**

8:00 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12<sup>th</sup> Street Northeast, Staples, MN 56479

**RFP # 121715**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of # 121715 FLOORING WITH RELATED EQUIPMENT, PRODUCTS, SUPPLIES, INSTALLATION, AND SERVICES. Details of this RFP are available beginning NOVEMBER 5, 2015. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until DECEMBER 17, 2015 at 4:30 p.m. Central Time at the above address and opened DECEMBER 18, 2015 at 8:00 a.m. Central Time.

**RFP Timeline**

**NOVEMBER 5, 2015**

Publication of RFP in the print and online version of the *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: <http://www.njpacoop.org/oregon-advertising>), in the print and online version of *The State* within the State of South Carolina, the NJPA website MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia. Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).

**DECEMBER 2, 2015  
10:00 a.m. Central Time**

**DECEMBER 10, 2015  
DECEMBER 17, 2015  
4:30 p.m. Central Time  
DECEMBER 18, 2015  
8:00 a.m. Central Time**

Deadline for RFP questions.  
Deadline for Submission of Proposals. Late responses will be returned unopened.  
Public Opening of Proposals.

Direct questions regarding this RFP to: Jonathan Yahn at [jonathan.yahn@njpacoop.org](mailto:jonathan.yahn@njpacoop.org) or (218)895-4144.



## TABLE OF CONTENTS

1. DEFINITIONS
  - A. Contract
  - B. Currency
  - C. Exclusive Vendor
  - D. FOB
  - E. Hub Partner
  - F. Proposer
  - G. Request for Proposal
  - H. Sourced Goods
  - I. Time
  - J. Total Cost of Acquisition
  - K. Vendor
2. ADVERTISEMENT OF RFP\
3. INTRODUCTION
  - A. About NJPA
  - B. Joint Exercise of Powers Laws
  - C. Why Respond to a National Cooperative Procurement Contract
  - D. The Intent of This RFP
  - E. Scope of This RFP
  - F. Expectations for Equipment/Products and Services Being Proposed
  - G. Solutions Based Solicitation
4. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL
  - A. Inquiry Period
  - B. Pre-Proposal Conference
  - C. Identification of Key Personnel
  - D. Proposer's Exceptions to Terms and Conditions
  - E. Proposal Format
  - F. Questions & Answers About This RFP
  - G. Modification or Withdrawal of a Submitted Proposal
  - H. Proposal Opening Procedure
  - I. NJPA's Rights Reserved
5. PRICING
  - A. Line-Item Pricing
  - B. Percentage Discount From Catalog or Category
  - C. Cost Plus a Percentage of Cost
  - D. Hot List Pricing
  - E. Ceiling Price
  - F. Volume Price Discounts/ Additional Quantities
  - G. Total Cost of Acquisition
  - H. Sourced Equipment/Products/ Open Market Items
  - I. Price and Product Changes
  - J. Payment Terms
  - K. Sales Tax
  - L. Shipping Requesting Pricing Changes
6. EVALUATION OF PROPOSALS
  - A. Proposal Evaluation Process
  - B. Proposer Responsiveness
  - C. Proposal Evaluation Criteria
  - D. Other Consideration
  - E. Cost Comparison
  - F. Marketing Plan
  - G. Certificate Of Insurance
  - H. Order Process and/or Funds Flow
  - I. Administrative Fees
  - J. Value Added
  - K. Waiver of Formalities
7. POST AWARD OPERATING ISSUES
  - A. Subsequent Agreements
  - B. NJPA Member Sign-up Procedure
  - C. Reporting of Sales Activity
  - D. Audits
  - E. Hub Partner
  - F. Trade-Ins
  - G. Out of Stock Notification
  - H. Termination of a Contract resulting from this RFP
8. GENERAL TERMS AND CONDIITONS
  - A. Advertising a Contract Resulting From This RFP
  - B. Applicable Law
  - C. Assignment of Contract
  - D. List of Proposers
  - E. Captions, Headings, and Illustrations
  - F. Data Practices
  - G. Entire Agreement
  - H. Force Majeure
  - I. Gratuities
  - J. Hazardous Substances
  - K. Licenses
  - L. Material Suppliers and Sub-Contractors
  - M. Non-Wavier of Rights
  - N. Protests of Awards Made
  - O. Suspension or Disbarment Status
  - P. Affirmative Action and Immigration Status Certification
  - Q. Severability
  - R. Relationship of Parties
9. FORMS
10. PRE-SUBMISSION CHECKLIST
11. PRICE & PRODUCT CHANGE REQUEST FORM
12. APPENDIX A

## **1 DEFINITIONS**

### **A. CONTRACT**

“Contract” as used herein shall consist of: this RFP, pricing, fully executed forms C, D, F & P from the Proposer’s response pursuant to this RFP, and a fully executed form E (“Acceptance and Award”) with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

### **B. CURRENCY**

All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

### **C. EXCLUSIVE VENDOR**

A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

### **D. FOB**

FOB stands for “Freight On Board” and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. “FOB Destination” defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer’s designated delivery point. FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

### **E. HUB PARTNER**

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

### **F. PROPOSER**

A company, person, or entity delivering a timely response to this RFP.

### **G. REQUEST FOR PROPOSAL**

Herein referred to as RFP.

### **H. SOURCED GOODS**

A Sourced Good or Open Market Item is a product within the RFP’s scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor’s NJPA contract.

### **I. TIME**

Periods of time, stated as number of days, shall be in calendar days.

### **J. TOTAL COST OF ACQUISITION**

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user’s location.

### **K. VENDOR**

A Proposer whose response has been awarded a contract pursuant to this RFP.