Vendor Name and Address:  

NOTE: Bidder must enter information in this space

Return This Proposal to:  

Via Email to:  

centralprocurement@doh.nj.gov

US Mail Delivery Address:  

Nicole Boyce  
Department of Health  
7th Floor  
369 S. Warren Street  
P O Box 360  
Trenton, NJ 08625-0360

NOTE: This proposal must be returned before 12:00 PM Eastern time on the following date:  

7/15/2020

Agency Person to Contact:  

Nicole Boyce – 732-682-8865  
nicole.boyce@doh.nj.gov

Fiscal Year  

2021

Account Number

Agency Ref.  

Laboratory Service/Collection

Commodity Code No.

IMPORTANT INSTRUCTIONS TO BIDDERS:  Read the entire bid proposal, terms and conditions, and specifications. Fill in all information requested below. All bid prices must be typed or written in ink on this form. Any corrections, erasures or other forms of alterations to unit and/or total prices must be initialed by the bidder. Upon completion, this proposal must be signed and returned to the address shown above. Unsigned proposals will not be considered.

NOTE: THE TERMS AND CONDITIONS ARE ON THE FOLLOWING PAGE.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QTY</th>
<th>UNIT</th>
<th>DESCRIPTION (ALL ITEMS MUST BE DELIVERED F.O.B. DESTINATION)</th>
<th>Unit Cost</th>
<th>TOTAL COST</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>each</td>
<td>obtain (A.) analytical laboratory services and (B.) sample collection professional services. The Environmental and Occupational Health Surveillance Program (Program), within the New Jersey Department of Health - Consumer, Environmental and Occupational Health Service conducts health and environmental surveillance related to environmental exposures and their effect on human health. The Program provides technical assistance, scientific expertise and consultation related to human health assessment, toxicology, exposure assessment and environmental epidemiology. To this end, the Program will participate in piloting surveillance activities to better understand and subsequently reduce the burden of Legionnaires’ disease in New Jersey. These activities are supported by supplemental funding from the Centers for Disease Control and Prevention. Project Background Since <em>Legionella pneumophila</em> was first identified as the causative agent of the Legionnaires’ disease outbreak in 1976, it remains an emerging public health concern. Health departments reported almost 7,500 cases of Legionnaires’ disease (LD) in the United States in 2017 and the rate of reported cases of LD has grown nearly five and a half times since 2000. Similarly, the rate of reported cases in New Jersey (NJ) has been on the rise with a 69% increase in reported cases from 2017 to 2018. NJ Department of Health (NJDOH) has undertaken initiatives to explore sources or factors contributing to these increases including meteorological factors, census tract level of environmental and socioeconomic factors, and the potential role of community water systems. The majority of outbreaks have been linked to large complex water systems, such as premise plumbing and cooling towers commonly found in healthcare facilities and travel accommodations. However, outbreaks of LD account for only a minority of cases. National U.S. surveillance data has identified only 4% of LD cases are associated with an outbreak. These numbers are further supported in NJ with over 90 percent of LD cases identified as sporadic for which public health investigations have not identified a common source. Sporadic LD is defined as an isolated single case with no common exposure reported among other cases. Single family residential premise plumbing as a source of exposure for sporadic LD cases has been underexplored. The Centers for Disease Control and Prevention has recognized the role the NJDOH can play in evaluating risk factors of LD through surveillance and subsequent environmental assessments of single-family households and has provided supplemental grant funding through the Epidemiology and Laboratory Capacity (ELC) to accomplish this. To accomplish our project goals will require obtaining (A.) analytical laboratory services and (B.) sample collection professional services. It is possible that a single vendor may not possess the capacity to conduct both A &amp; B and therefore bids for ‘A&amp;B,’ ‘A,’ or ‘B’ are encouraged. Technical Specifications for A and B are attached separately.</td>
<td></td>
<td></td>
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</tbody>
</table>
*** Please note the winning bidder and/or their organization can not apply for any grant they are reviewing***

- Winning Bidder must register with NJSTART as a vendor for the State of NJ. www.njstart.gov

NOTE: The terms & conditions on the following page are an integral part of the PB-120 (RFP) document.

<table>
<thead>
<tr>
<th>Order total:</th>
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<tr>
<td>Vendor's Signature (Must Be Signed):</td>
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<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

PB-120 July 2009

THIS IS TO ENSURE THAT I HAVE READ, UNDERSTOOD, AND WILL ADHERE TO THE TERMS AND CONDITIONS AS STATED ABOVE.

NAME: ___________________________ TITLE: ___________________________ DATE: ___________________________
The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey as a result of this proposal.

Refer to AGENCY REF. NO. (see proposal cover sheet) in all written and verbal correspondence.

1. CORPORATE AUTHORITY – All corporations doing business with the State of New Jersey must be registered with the Office of the Secretary of State. Forms are available by contacting the Office of the Secretary of State, Trenton, N.J.

2. ANTI-DISCRIMINATION – All parties to any contract resulting from this proposal agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through 10:2-04, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38.

3. THE WORKER AND COMMUNITY RIGHT TO KNOW ACT – The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.

4. COMPLIANCE LAWS – The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered or services performed.

5. COMPLIANCE – STATE LAWS – It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed in accordance with the laws of the STATE OF NEW JERSEY.

6. COMPLIANCE – CODES – The contractor must comply with the New Jersey Uniform Construction Code (NJUCC) and the latest NEC70, B.O.C.A. Basic Building Code, OSHA and all applicable codes for this requirement. The successful bidder will be responsible for securing and paying for all necessary permits, where applicable.

7. LIABILITY – COPYRIGHT – The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

8. INDEMNIFICATION – If it becomes necessary for the contractor either as principal or by agent or employee to enter the property of the State in order to perform under this agreement, the contractor agrees to use and provide all necessary and sufficient precautions against the occurrence of any accidents or injuries to any person or property during the progress of work covered. The contractor will be responsible for, indemnify and save harmless the State for accidents, injuries or damages that may occur from such work.

9. INSURANCE – The contractor will carry insurance as broad as the standard coverage forms currently in use in the State of New Jersey to indemnify the State against any claim for loss, damage or injury to property or person arising out of the performance of the contractor or his employees and agents of the services covered by this agreement. The contractor shall provide certificates or such insurance to the State upon request.

10. PERFORMANCE GUARANTEE OF BIDDER – The bidder certifies that:
   a. The equipment offered is standard new equipment, is in current production and the latest model of regular stock product, with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
   b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
   c. For all equipment purchases, the bidder shall indicate the manufacturer's standard warranty. The contractor will render prompt service, without charge, regardless of geographic location. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
   d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
   e. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract/purchase order. The contract shall not be considered complete until final approval by the State's using agency is rendered.

11. BRAND NAME ALTERNATIVES – Brand names and/or descriptions used in this proposal are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials will be judged. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the materials described and materials offered must be fully explained by the bidder in an accompanying letter. A full explanation is to be given of any improved features or innovations recently developed, now on the market, but not previously available. Where specifications are attached describing the item, the bid must list in detail wherein the material offered differs from the specifications. In the absence of any changes by the bidder, it will be presumed and required that material as described in the proposal be delivered.

12. PRICE QUOTATIONS – Insert prices for furnishing all or any portion of the material or articles described. All prices quoted shall be firm through issuance or contract/purchase order and for delivery of quantities specified, and shall not be subject to increase during the period of the contract/purchase order. Prices shall be net and must include all transportation charges fully prepaid by the contractor, F.O.B. Destination.

13. TAX CHARGES - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, they must not be included in the proposal price or invoice. The State’s Federal Excise Tax Exemption number is 22-75-0050K.

14. DELIVERY – F.O.B. Destination does not cover “spotting” but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be levied by the contractor in any shipments made at contractor’s convenience when a single shipment is ordered. The weights and measures of the State’s using agency receiving the shipment shall govern.

15. PAYMENT – Payments will only be made against State payment vouchers. All goods are to be billed at the prices quoted. State payment voucher in duplicate together with original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery.

16. NEW JERSEY PROMPT PAYMENT ACT – The New Jersey Prompt Payment Act requires State agencies to pay for goods and services within 60 days of the agency’s receipt of a properly executed State payment voucher or within 60 days of receipt and acceptance of goods and services, whichever is later.

17. CASH DISCOUNTS – Bidders are encouraged to offer cash discounts based on expedited payments by the State. The State will make efforts to take advantage of discounts, but discounts offered will not be considered in determining the lowest bid. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods and services, and received a properly signed and executed payment voucher form.
   a. The date on the check issued by the State in payment of that voucher shall be deemed the date of the State’s response to that voucher.

18. STANDARDS PROHIBITING CONFLICTS OF INTEREST – All contracts or purchase agreements made with the State of New Jersey must comply with Executive Order No. 189 (1988) concerning standards prohibiting conflicts of interest on vendor activities. The provisions of Executive Order No. 189 will be included on the purchase order issued to the award-winning vendor.

THIS IS TO ENSURE THAT I HAVE READ, UNDERSTOOD, AND WILL ADHERE TO THE TERMS AND CONDITIONS AS STATED ABOVE.

NAME: __________________________________ TITLE: __________________________ DATE: ____________________________