

Nassau Health Care Corporation

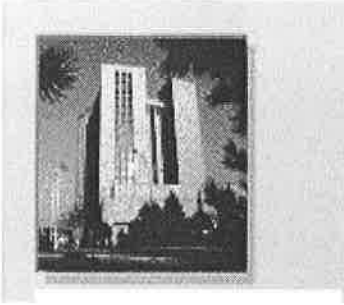
2201 Hempstead Tpke East Meadow NY 11554 Tel: (516)572-0123

New Procurement Law Change

IMPORTANT - Please be aware that all bids are governed under the State Finance Law Sections 139-j and 139-k (collectively, the "Procurement Requirements"). The Procurement Requirements govern permissible communications between potential respondents and NHCC with respect to this solicitation during the procurement process and establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including disqualification from eligibility for an award of any contract pursuant to this solicitation. **All questions, comments, requests for clarification and other communications regarding this solicitation must be in writing and submitted to the individual identified as the "Buyer", or other contact if so stated within bid. Contact with any other person regarding this solicitation is prohibited by law.** All questions and requests for clarification will be responded to in writing and disseminated to all persons and organizations having expressed an interest in this solicitation. All potential Respondents are solely responsible for full compliance with the Procurement Requirements. See section within bid titled "Procurement Requirements" for complete explanation and requirements.

Thank you
Technical Coordinator
Purchasing Department
Nassau University Medical Center
Nassau Health Care Corporation

NASSAU UNIVERSITY MEDICAL CENTER
A. HOLLY PATTERSON EXTENDED CARE FACILITY
ELMONT HEALTH CENTER - FREEPORT - ROOSEVELT HEALTH CENTER - NEW CASSELL - WESTBURY HEALTH CENTER
INWOOD-LAWRENCE HEALTH CENTER - HEMPSTEAD COMMUNITY HEALTH CENTER - LONG BEACH HEALTH CENTER
The Office of Home Care, A Certified Home Health Agency



2201 Hempstead Tpke East Meadow NY 11554 Tel: (516)572-0123

TO PROSPECTIVE BIDDER:

- **See Clause 42 for Mandatory Instructions – Failure to abide by these mandatory instructions may be grounds for disqualification.**
- Sealed bids must be returned to the Nassau University Medical Center's **PURCHASING DEPARTMENT, “G” Bldg, 2nd floor by 2:00 P.M.** by the date indicated on the bid. Any bid received after 2:00 PM will not be accepted.
- Each response should be in the envelope provided with the bid, or if obtained electronically, in an envelope of your choice. The envelope **MUST** be sealed and include the **BID NUMBER AND YOUR RETURN ADDRESS**, clearly inscribed on the outside.
- If you are responding to a bid and replying via special delivery services, (Federal Express, Express Mail, etc.) the mailing **MUST** indicate "**ATTENTION PURCHASING DEPARTMENT**", **MUST** have the **BID NUMBER** clearly marked on the outside of the package and must arrive at **PURCHASING DEPARTMENT, “G” Bldg, 2nd floor by 2:00 P.M.** We urge you to mail early to allow yourself plenty of time.
- In addition to the many Bid Clauses in this Sealed Bid the **Additional Bid Clauses that are indicated on page #4** (the boxes will be checked off) will also apply to this bid.
- Please pay particular attention to all pages and sign each page where requested.

Thank you
Technical Coordinator
Purchasing Department
Nassau University Medical Center
Nassau Health Care Corporation

FORMAL SEALED BID PROPOSAL



NASSAU HEALTH CARE CORPORATION

NASSAU UNIVERSITY MEDICAL CENTER
2201 HEMPSTEAD TURNPIKE
EAST MEADOW, NEW YORK 11554

BID NUMBER
MC99-02228-5250

BID OPENING DATE
February 22, 2018

2:00 P.M.

BUYER
L. Tarling
ltarling@numc.edu

TELEPHONE
(516)
572-5810

REQUISITION NUMBER
153872

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Asbestos, Lead & Microbial Abatement/Remediation

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN SIXTY DAYS FROM THE BID OPENING DATE, TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 30 DAYS

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 60 DAYS

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 90 DAYS

IF NO DISCOUNT IS SHOWN PAYMENT TERMS WILL BE NET 90

DELIVERY TO BE MADE TO:

NASSAU UNIVERSITY MEDICAL CENTER
EAST MEADOW, NEW YORK 11554
Or if different, as specified on Purchase Order.

GUARANTEED DELIVERY DATE
DAYS
AFTER RECEIPT OF ORDER

This sealed bid shall be signed by an official authorized to bind the Firm. This sealed bid shall also provide the name, title, address, and telephone number of the individual(s) with authority to negotiate and contractually bind the company, and who also may be contacted during the period of contract.

**EMPLOYERS FEDERAL TAX
IDENTIFICATION NUMBER**

NAME OF BIDDER

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE

SIGNATURE OF AUTHORIZED INDIVIDUAL

PRINT OR TYPE NAME OF SIGNER AND TITLE

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE

1. Bids on equipment must be standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any party of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specification.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the Nassau Health Care Corporation.
5. SURETY In the event that an award is made hereunder, The Director of Purchase, Nassau University Medical Center, (hereinafter known as the Director of Purchase) reserves the right to request successful bidders to post, within one week, security for faithful performance with the understanding that the whole or any part thereof may be used by the Nassau Health Care Corporation to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the Nassau Health Care Corporation Attorney.
6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions, otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries.
7. AWARD The Director of Purchase reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director of Purchase to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director of Purchase, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not compiled with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director of Purchase may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director of Purchase to make any examinations before award, and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the qualities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director of Purchase reserves the right to reject any and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the Nassau Health Care Corporation will be served.
10. Unless otherwise indicated herein, the Director of Purchase reserves the right to make award by items, by classes, by groups of items or as a whole.
11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director of Purchase, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director of Purchase. The Director of Purchase may purchase from other sources to take the place of the item rejected or not delivered. The Director of Purchase reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the Nassau Health Care Corporation for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be cancelled at the Vendor's expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of request shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director of Purchase, the articles or equipment delivered fail to meet Nassau Health Care Corporation specifications or, if in the determination of the Director of Purchase, the Vendor consistently fails to deliver as ordered, the Director of Purchase, reserves the right to cancel the order and purchase the balance from other sources at the Vendor's expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the Director of Purchase, as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The Nassau University Medical Center will not schedule any deliveries for Saturdays,

- Sundays or Legal Holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the Agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good condition.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original unutilized label or marking of the manufacturer.
19. Billings for deliveries must be submitted in detail to Accounts Payable.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the Nassau Health Care Corporation and payment will be made on the basis of net weight of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendor's expense.
22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the Nassau Health Care Corporation, its' agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the Nassau Health Care Corporation in the name of the Nassau Health Care Corporation and under the direction of the Nassau Health Care Corporation Attorney at the sole cost of the Bidder or in the sole option of the Director of Purchase, to pay the cost of such defense to the Nassau Health Care Corporation.
(b) His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work or to the work of other Vendors, or in the opinion of the Director of Purchase, to pay for the same by deductions in payments due under this contract.
(d) To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city, village or town in which the installation is to be made, and of the County of Nassau and the State of New York.
(e) To carry proper insurance in the opinion of the Director of Purchase, and approved by the Nassau Health Care Corporation Attorney to protect the Nassau Health Care Corporation from loss in case of accident, fire and theft.
(f) That he will keep himself fully informed of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen's Compensation and Labor Laws, and shall indemnify and save harmless the Nassau Health Care Corporation from loss and liability upon any and all claims on account of any physical injury to persons, including death, or damage to property and from all costs and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents or the Nassau Health Care Corporation or their respective agents.
(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
(h) That all deliveries will not be inferior to the accepted bid sample.
23. LABOR LAWS and ANTI-DISCRIMINATION Upon the vendor's acceptance hereof, the vendor agrees to comply with Article IX, Section 2C of the Constitution of the State of New York, Section 220, 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. ASSIGNMENT The contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract or of his right, title, or interest therein, or his power to execute such contract to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The Nassau Health Care Corporation will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without its' express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the Nassau Health Care Corporation unless in writing and signed by the Director of Purchase, or his duly designated representative.

ALL BIDS MUST BE FOB DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____

TITLE _____

NOTICE

RIGHT TO KNOW LAW AND "OSHA"

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED.

"PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE NASSAU HEALTH CARE CORPORATION HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "MATERIAL SAFETY DATA SHEETS" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT DOES NOT CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU HEALTH CARE CORPORATION'S NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED _____ DO NOT CONTAIN ANY TOXIC SUBSTANCES.

Signature _____
Title _____
Date _____



THE UNCHECKED CLAUSES LISTED BELOW DO NOT APPLY TO THIS BID

- | | |
|---|---|
| <input type="checkbox"/> 1 - PURPOSE -P/O | <input checked="" type="checkbox"/> 30A - UMBRELLA LIABILITY INSURANCE POLICY |
| <input checked="" type="checkbox"/> 2 - SCOPE - B/O | <input type="checkbox"/> 30B - PRODUCT LIABILITY INSURANCE |
| <input checked="" type="checkbox"/> 3 - PERIOD COVERED - B/O | <input checked="" type="checkbox"/> 30C - COMPLETED OPERATIONS INSURANCE |
| <input checked="" type="checkbox"/> 4 - DELIVERY | <input type="checkbox"/> 30D - PROFESSIONAL LIABILITY INSURANCE |
| <input checked="" type="checkbox"/> 5 - BILLING | <input checked="" type="checkbox"/> 30E - GENERAL LIABILITY / HOLD HARMLESS |
| <input checked="" type="checkbox"/> 5A PARTIAL PAYMENTS ALLOWED | <input type="checkbox"/> 31 - MANUALS / IN-SERVICE VIDEO |
| <input checked="" type="checkbox"/> 6 -APPROXIMATE QUANTITIES | <input type="checkbox"/> 32 - GENERAL SERVICE/REPAIR CONDITIONS |
| <input checked="" type="checkbox"/> 7 - ADDITIONAL BIDS | <input checked="" type="checkbox"/> 33 - ACCESS CLAUSE |
| <input checked="" type="checkbox"/> 8 - FIRM PRICES - B/O | <input checked="" type="checkbox"/> 34 - INVOICING FOR PAYMENT |
| <input checked="" type="checkbox"/> 8A - PRICE CHANGES,GOVERNMENT CONTRACTS | <input checked="" type="checkbox"/> 34A – TIME AND MATERIAL PAYMENT IN DETAIL |
| <input type="checkbox"/> 9 - PRICES LISTS / CATALOGS | <input checked="" type="checkbox"/> 35 - ADDITIONAL ITEMS - B/O |
| <input type="checkbox"/> 10 - SAMPLES | <input checked="" type="checkbox"/> 36 - DEFAULT |
| <input checked="" type="checkbox"/> 11 - SPECIFICATION | <input checked="" type="checkbox"/> 37 - CONFIDENTIALITY |
| <input checked="" type="checkbox"/> 12 - EQUIVALENT BIDS | <input checked="" type="checkbox"/> 38 - TERMINATION PREROGATIVE - B/O |
| <input type="checkbox"/> 13 - PRODUCT IDENTIFICATION | <input checked="" type="checkbox"/> 39 - LABOR LAW (SEE NYS PR# 2018000661) |
| <input type="checkbox"/> 14 - CLAIM AGAINST “EQUAL OR BETTER” | <input type="checkbox"/> 40 - TRADE - INS (clause #30 must be checked if this clause is checked and inspection is required) |
| <input checked="" type="checkbox"/> 15 - ALTERNATE BIDS | <input type="checkbox"/> 41 - TITLE TO EQUIPMENT |
| <input checked="" type="checkbox"/> 16 - DELIVERY DATE | <input checked="" type="checkbox"/> 42 - GENERAL INSTRUCTIONS |
| <input type="checkbox"/> 17 - SHIPPING CHARGES | <input checked="" type="checkbox"/> 43 - QUALIFICATION STATEMENT |
| <input checked="" type="checkbox"/> 18 - BID SECURITY | <input type="checkbox"/> 44 - PRE BID SITE VISIT(S) |
| <input checked="" type="checkbox"/> 19 - SURETY | <input type="checkbox"/> 45 - BIDDERS WALK THROUGH |
| <input checked="" type="checkbox"/> 20 - WARRANTY | <input type="checkbox"/> 46 - NAMES ONLY AT BID OPENING |
| <input type="checkbox"/> 21 - REPLACEMENT PARTS | <input type="checkbox"/> 47 – CONTRACTORS SPECIFIC CONDITIONS |
| <input checked="" type="checkbox"/> 22 -NON-ASSIGNMENT | <input checked="" type="checkbox"/> 48 – STATEMENT OF CONFIDENTIALITY |
| <input checked="" type="checkbox"/> 23 - AWARD | <input checked="" type="checkbox"/> NON-COLLUSIVE BID CERTIFICATION FORM |
| <input checked="" type="checkbox"/> 24 - REDUCTION IN PRICES | <input checked="" type="checkbox"/> PROCUREMENT LAW REQUIREMENTS FORM |
| <input checked="" type="checkbox"/> 25 - PRICE PROTECTION | <input type="checkbox"/> GUIDELINES-PREVENTION OF INFECTION FORM |
| <input type="checkbox"/> 26 - EXPIRATION DATING | <input checked="" type="checkbox"/> CONTRACTOR CERTIFICATION FORM |
| <input checked="" type="checkbox"/> 27 - DETAILED SPECIFICATIONS | <input checked="" type="checkbox"/> VENDOR INFORMATION FORM |
| <input checked="" type="checkbox"/> 28 - NEW YORK STATE PRICES | <input checked="" type="checkbox"/> REQUEST FOR TAXPAYER ID FORM |
| <input type="checkbox"/> 29 - INSTALLATION | <input checked="" type="checkbox"/> RIGHT TO KNOW AND OSHA FORM |
| <input checked="" type="checkbox"/> 30 - INSURANCE / WORKER’S COMPENSATION | |

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

BIDDER SIGN HERE _____

TITLE _____

DEFINITIONS:

- The term “County” as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term “NUMC” as used herein, shall be deemed as reference to the Nassau University Medical Center.
- The term “AHPECF” as used herein, shall be deemed as reference to the A. Holly Patterson Extended Care Facility.
- The term “NHCC” as used herein, shall be deemed as reference to the Nassau Health Care Corporation.
- The term “Contractor” as used herein, shall be deemed as reference to the bidder, vendor, proprietor, partnership or corporation bidding in the hopes of receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement, and refers to any other party other than the NHCC.
- The term “agency” as used herein, shall be deemed as the department, division, bureau, office, agency, or other NHCC establishment authorized to received the service specified herein.
- The term “Director” as used herein, shall be deemed as reference to the Technical Coordinator of Purchase, NHCC.
- The term “Blanket Order” as used herein, shall be deemed as the multiple use Pricing Agreement as a result of this bid.
- The term “Purchase Order” as used herein, shall be deemed as the single use Pricing Agreement as a result of this bid.
- The term COMPLETE as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

1.
PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once.

2.
SCOPE: The purpose of this bid is to establish a price basis upon which Blanket Orders may be issued for the procurement and/or service(s) by the NHCC, of the merchandise and/or service(s) specified herein. It is the intent of the NHCC to properly describe by the specifications, terms and conditions an adequate method of providing

Asbestos, Lead & Microbial Abatement/Remediation

Award, if any, will be made to the lowest responsible bidder, who, in the opinion of the NHCC, meets the specifications and qualifications stated herein. The award will be in the form of a Blanket Order which, when issued and executed by the NHCC, will enable the successful bidder to perform the services specified herein for the period indicated and at the prices bid, upon the receipt of a signed Delivery Order.

3.
PERIOD COVERED: See Specifications at the end of the Sealed Bid.
 The NHCC reserves the right to extend the Blanket Order up to an additional two (2) months beyond the stated termination date.

The maximum period of any Blanket Order as a result of this bid, with renewal options applied, shall be the number of years as listed in the Specifications, and if the further extension is applied; the number of years listed in the Specifications and (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

BIDDER SIGN HERE _____ TITLE _____

The director reserves the right to cancel any Blanket Order at any time giving not less than 30 days notice that, on or after a date therein specified, the Blanket Order contract shall be deemed terminated and cancelled.

4.
DELIVERY: Shall be made ONLY upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Delivery Order(s) from a using agency authorized to use the Blanket Order. Purchase Order (s) / Delivery Order(s) shall indicate the destination address. Inside delivery is required on all deliveries.

5.
BILLING: Shall be made to the using agency upon deliveries made against applicable Purchase Order(s), Delivery Order(s).

5A.
PARTIAL PAYMENTS: Partial payments will be allowed on each delivered and accepted shipment. It is at the discretion of the Nassau Health Care Corporation as to whether it is in the best interest of the Corporation to do so. The decision of the Director of Purchase or his designee will be final in this determination.

6.
APPROXIMATE QUANTITIES: The estimated usage quantities or estimated annual dollar value, when indicated are merely estimates based on experience or anticipated usage and are given for information purposes only. The NHCC will **NOT** be compelled to order any amount of any respective item. Contracts, however, shall be for the quantities actually ordered by the using agency during the period specified.

7.
ADDITIONAL BIDS: The NHCC Purchasing Department reserves the right to call for new bids, whenever in the opinion of the Director, it is in the best interests of the NHCC to do so.

8.
FIRM PRICES: Prices shall remain firm for the duration of the Blanket Order and no upward escalation will be permitted.

In any event, when prices to the trade are decreased, the prices of applicable items in the Blanket Order shall be decreased accordingly. It shall be incumbent on the Contractor to notify the Director immediately after it becomes effective.

8A.
PRICE CHANGES, GOVERNMENT CONTRACTS: Prices shall remain firm for the first year of any Blanket Order issued as a piggyback to a government or group purchasing organization contract. Thereafter, price changes to reflect those in effect for the underlining contract may be requested by the Contractor. The request for price changes should be accompanied by copies of published announcements. However, the decision to grant the request will rest solely with the Director.

9.
PRICE LIST AND CATALOG SERVICE: The successful bidder shall furnish, upon request, price lists and catalogs to agencies authorized to use the Blanket Order which may be awarded under this bid. Photocopies will be accepted in lieu of originals. Two (2) copies of the current price list / catalog must be sent to the NHCC Purchasing Department. Failure to keep the NHCC Purchasing Department advised of price list / catalog changes may delay the processing of payments.

10.
SAMPLES: Samples, when required, must be submitted strictly in accordance with instructions **otherwise the bid may not be considered.** If samples are requested subsequent to bid opening, they shall be delivered within five (5) business days of the request for the bid to be considered. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return, also specifying the address to which they are to be returned, provided they have not been used or made useless by testing. Award samples may be held for comparison with deliveries. Samples will be returned at bidders' request and expense. For additional requirements involving samples, please see section titled "Samples" after Non Collusion Bidding Certification.

ALL BIDS MUST BE F.O.B, DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

BIDDER SIGN HERE _____ TITLE _____

11. **SPECIFICATION:** Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting therefrom shall not be construed as qualification of the specifications of this bid or relief therefrom, except as specifically stated in the Purchase or Blanket Order.

12. **EQUIVALENT BIDS:** Bidders may offer equipment of the same capability, but of different manufacture and/or model than that specified in this bid. The use of the manufacturer, brand name, make or catalog designation in specifying items described herein does not restrict bidders from offering equivalent bids. Such a designation is used to indicate the character, quality and performance of equivalence desired. However, acceptance of an equivalent product will be strictly at the discretion of the Director. Furthermore, proof and/or demonstration of equivalence, compatibility and performance shall be incumbent upon the bidder.

13. **PRODUCT IDENTIFICATION:** If a product is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

14. **PROTECTION FROM CLAIM AGAINST "EQUAL OR BETTER":** In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better", the successful bidder agrees at his own cost and expense, to defend such claim or claims and agrees to hold the NHCC free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

15. **ALTERNATE BIDS:** If the bidder wishes to offer an alternate to the specified item(s) they may do so, provided that they clearly indicate that the item(s) offered is an alternate and does not represent the alternate to be an equivalent and further provided they accompany the alternate offer with a full explanation and specification. Consideration of the alternate shall be at the sole discretion of the Director.

16. **DELIVERY:** Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. See also Specifications Section for additional requirements, if any.

STATE GUARANTEED DELIVERY DATE: _____ **DAYS A/R/O**

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

BIDDER SIGN HERE _____ TITLE _____

17. **SHIPPING CHARGES:** All bids must be F.O.B. Destination and include delivery within doors unless otherwise specified. The NUMC and it's Divisions acknowledges that if an emergency shipment (overnight, Saturday delivery etc.) is required and requested by the using department, such shipping charges would be paid by the using department on a "Prepay Shipping Charges and Add to Invoice" basis.

18. **BID SECURITY:** Each bidder shall submit with their bid offer at the date and time scheduled for the bid opening, a **CERTIFIED CHECK OR BID SECURITY**, payable to the **NASSAU HEALTH CARE CORP.**, for: **\$5000.00**. Upon receipt of the signed acknowledgment copy of any Purchase or Blanket Order by the Department of Purchase issued hereunder, bid security will be returned. The bid security of unsuccessful bidders will be returned after an award is made.

19. **SURETY:** In the event an award is made hereunder, the successful bidder hereby agrees to obtain and file with the NHCC, security in the amount of **\$1,000,000.00** to be entrusted to the NHCC as reflected in the award. Such security shall guarantee the faithful performance of the contract, if required by the Director or his designee, with the understanding that the whole or any part thereof may be used by the NHCC to supply any deficiency that may arise as a result of default of the Contractor.

20. **WARRANTY:** The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the NHCC agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: *If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualification. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.*

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

21. **REPLACEMENT PARTS:** The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and intermember without modification with the equipment and systems indicated.

22. **NON-ASSIGNMENT:** In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the NHCC and any attempts to assign the contract without the NHCC's written consent are null and void.

23. **AWARD:** The Director reserves the right to make an award on an individual line item basis, by groups of items or as a whole, or NOT AT ALL, whichever the Director deems to be in the best interest of the NHCC.

IMPORTANT NOTE: *Any Blanket Order initiated from this bid shall be non-exclusive and the **NHCC SHALL NOT BE BOUND TO PURCHASE**, and no items are to be delivered without a Delivery Order. The NHCC shall be under **NO OBLIGATION** to issue such Delivery Order(s). Furthermore, any Blanket Order initiated from this bid shall be available for use by any authorized NHCC Division.*

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24. **REDUCTION IN PRICES:** If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the NHCC shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the NHCC of such price reductions.

25. **PRICE PROTECTION:** Bidders are required to state period of price protection (in terms of days) in addition to the sixty (60) days required (as stated on page one) after bid opening.

STATE PRICE PROTECTION PERIOD: _____ **DAYS AFTER BID OPENING**

26. **EXPIRATION DATING:** All products shipped must have a minimum of a six (6) month expiration date from the date of delivery to the using agency. For products that have less than a six (6) month expiration date from time of manufacture, the longest possible expiration date must be supplied to the using agency.

27. **DETAILED SPECIFICATIONS:** Proposals submitted hereunder shall be in accordance with detailed specifications set forth in this bid, the contract documents, or, as an attachment and made part hereof. The contract documents are complementary, and what is called for by any one shall be binding as if called for by all.

Any and all work shown on drawings, which is not referred to in the specifications, and any and all work covered in the specifications which is not shown on the drawings, shall be included by the Contractors as part of their contracts, the same as work that is both shown on the drawings and covered in the specifications.

The intent of the documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the complete finished work.

No oral statement of any person shall be allowed in any manner or degree to modify or otherwise affect the terms of the contract.

Contract Documents shall include the Notice to Bidders, Instructions to Bidders, Sealed Bid Terms and Conditions, Technical Specification, Specifications, Special Conditions, New York State Wage Scales, Architect and engineering Specifications, Bid Bond, Agreements, Drawings, including all modifications thereof properly incorporated therein by reference or otherwise. These constitute the Contract Documents and are collectively referred to as the Contract.

The term "Drawings" wherever referred to the Contract Documents shall include, in addition to those listed in the documents, such additional scale and full sized detail drawings as will be furnished by or through the architects, to amplify the drawings listed.

Should any question or disagreement arise concerning the meaning of drawings or specifications, such questions or disagreement shall be settled by the Director, whose decision, in writing, shall be final.

If there are any terms, clauses, specifications, and/or conditions in any of the attached documents or those submitted by bidders, that are in conflict with those found in this Formal Sealed Bid Proposal, then it will be the terms and conditions of this Formal Sealed Bid that shall apply.

IMPORTANT NOTE: *Such specifications are representative of the type of items(s) required. The Director reserves the right to accept item(s) with different specifications or methodologies if in his opinion, the item(s) offered can satisfy the needs of the using department(s). Furthermore, any alternate item(s) offered can be rejected if they fail to meet the specifications of the item(s) specified in this bid.*

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28. **NEW YORK STATE PRICES:** Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price per unit quoted to the NHCC therefore is not higher than the price per unit quoted to New York State for like quantities.

29. **INSTALLATION:** Bid pricing shall include installation of item(s) ordered which includes uncrating, setting in place in existing facilities as provided by the using agency and made ready for use. Installation shall be under warranty for a period of ninety (90) days for parts, labor, travel, and incidental costs, exclusive of equipment guarantee specified elsewhere herein.

30. **INSURANCE AND WORKERS COMPENSATION:** The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Comprehensive and General Liability Insurance naming Contractor as an insured, and naming NHCC as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of one million dollars (\$1,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

30A. **UMBRELLA LIABILITY INSURANCE POLICY:** In addition, it shall be the awarded vendors responsibility to secure, at his own cost and expense, Umbrella Insurance Policy for Comprehensive and General Liability Insurance naming Contractor as an insured, and naming NHCC as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of five million dollars (\$5,000,000.00) for bodily injury and property damage for any one occurrence.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

30B. **PRODUCT LIABILITY INSURANCE:** The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage.

30C. **COMPLETED OPERATIONS INSURANCE** The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force for the term of the contract PLUS an additional three (3) years after the expiration of the contract.

30D. **PROFESSIONAL LIABILITY INSURANCE:** The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy for Professional Liability Insurance with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, and one million dollars (\$1,000,000.00) for personal injury for each occurrence.

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30E.

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: Contractor agrees to indemnify and hold harmless NHCC, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at NHCC demand, defend at its own risk and expense any and all suits, actions or legal proceeding which may be brought or instituted against NHCC, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against NHCC, its agents, officers, or employees in any such suit, action, or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming NHCC as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of one million dollars (\$1,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:

A) *Certificate of Insurance naming the NHCC as co-insured:* _____

or

B) *Certificate of Insurance with indemnification agreement (hold harmless clause):* _____

ALL INSURANCE COVERAGE AS STIPULATED HEREIN (paragraphs 30, 30A, 30B, 30C and/or any other insurance clause attached to and made part hereof) shall be subject to the approval of NHCC.

Failure to comply with the above requirement(s) shall be deemed by the NHCC to be a substantial violation of the terms and shall constitute cause for the cancellation of an agreement.

All insurance coverage, as stipulated herein, should be sent to the Purchasing Department, NHCC.

31.

MANUALS / IN-SERVICE VIDEO: Bid prices shall include two (2) each **OPERATING MANUALS** and two (2) each **SERVICE MANUALS** for **EACH** model number ordered. Service manuals should include specifications, circuit description, maintenance procedures, parts list and schematics. Also, bid price shall include, if available, an **IN-SERVICE VIDEO** for **EACH** model number ordered.

32.

GENERAL SERVICE/ REPAIR CONDITIONS:

- All repairs to be made in accordance with "OSHA" safety requirements.
- Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.
- All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.
- All parts supplied must match and intermember without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.
- Except as otherwise specified, all contract requirements will be performed at the site as required.
- Any requirement to remove any part of the equipment of system(s), to Contractor's shop, must be approved by an authorized agency representative. NHCC shall supply all utilities which are available on location insofar as compatibility requirements permit.
- All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of the NHCC.
- Employees of the Contractor while on service call shall carry identification badge or cards and shall be instructed to submit same to scrutiny upon request by security or supervisory personnel of NHCC.

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33.
ACCESS CLAUSE: Contractor, including its satellites, offices and/or Subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the NHCC. Such books and records shall at all times be available for audit and inspection by the NHCC, or its duly designated representative. All such books and records shall be retained for a period of six (6) years after the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health AND Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

34.
INVOICING FOR PAYMENT: Submit invoices, in full detail listing: Description of product and/or services, quantity, unit prices, purchase or delivery order number, vendor ID number which should be comparable to that listed on purchase order or delivery order, date of delivery, proof of delivery, remit to address, (if different from mailing address) and any further requirements if so listed in the specifications. All invoices shall be submitted in arrears directly to the NUMC or using agency to **ATTENTION: ACCOUNTS PAYABLE.**

34A.
TIME AND MATERIAL PAYMENT IN DETAIL: Billing shall be rendered in detail, listing all parts and all materials used and all their individual prices. Labor must be shown in number of hours being billed and extended rates per hour.

35.
ADDITIONAL ITEMS: Of similar manufacture or additional services related to the specifications and requirements stated herein may be added by amendment to the Blanket Order provided that such items or services do not or are not expected to exceed the statutory limit of \$19,999.99 in any contract period.

36.
DEFAULT: The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the NHCC shall so notify the Contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the NHCC department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the NHCC will arrange for the work to be done by another Contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

37.
CONFIDENTIALITY: The Contractor agrees to safeguard the confidentiality of medical records, and/or information, including but not limited to HIV related information, relating to the care and treatment of NHCC patients, that may be obtained by Contractor in the performance of its duties hereunder, consistent with applicable Joint Commission accreditation policies, and shall maintain the confidentiality of all such records and information, in conformity with the confidentiality requirements of the New York State Public Health Law and the regulations promulgated thereunder, including Section 2782 and 2805-g of the Public Health Law, and 10 NYCRR 415.22, 730.10 and Parts 24 and 63, or as same may be from time to time amended.

The Contractor further agrees to require each of its employees, partners, independent Contractors, agents, representatives, servants, guests, patrons, and/or invitees assigned to the performance of duties pursuant to this agreement, to observe said requirements.

Any breach of confidentiality by the Contractor, its employees, partners, independent Contractors, agents representatives, servants, guests, patrons, and/or invitees of Contractor shall be cause for the immediate termination of this agreement.

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It is further agreed to and stipulated by the parties hereto, that the provisions of this paragraph shall survive this agreement and the Contractor agrees to remain bound by the terms of said paragraph for as long as the records and/or information developed hereunder exists.

38.

TERMINATION PREROGATIVE:

The Director reserves the right to cancel the Blanket Order or Purchase Order issued via the award of this sealed bid, in whole or in part without reason provided that the contractor is given at least thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and canceled. This provision should not be understood as waiving the Nassau Health Care Corporation's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplemental to that provision.

39.

LABOR LAW:

Any Purchase or Blanket Order awarded as a result of this bid is subject to the provisions of the New York State Labor Law and the Contractor will be required to pay the prevailing wage rate as published by the New York State Department of Labor. An updated New York State Schedule of Prevailing Hourly Wage Rates for this contract has been applied for and should be attached. If the updated schedule has not been received at the time of this bid, they will be attached and made part of this bid prior to the execution of a contract. Until the revised Wage Rate Schedules are made part of this bid, the Prevailing Wage Rates apply.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its Subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its Subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

The Contractor and each Subcontractor shall furnish to the NHCC on demand a verified copy of his payroll and also any other information required by the NHCC to satisfy the provisions of the New York State Labor Law as to the hours of employment and rates of wages are being observed.

Every Contractor on a Public Works Contract to which NHCC is party shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent contractors and Subcontractors, submit a transcript of its original payroll record for all work performed by the Contractor to the **Finance Department of the NHCC, 2201 Hempstead Turnpike, East Meadow, NY 11554**, within thirty (30) days after the issuance of its first payroll, and every thirty (30) days thereafter. Submissions shall be in such a form as to comply with Section 220 of the New York State Labor Law.

SEE NYS PRC# 2018000661.

40.

TRADE - INS: As a condition of this bid, Contractor must accept trade-in of the items listed as "trade-ins" in the specifications, as attached and made part of this bid. An arrangement for the inspection of the listed trade-ins can be made by contacting:

at (516)

The successful bidder shall be responsible for the decontamination; as required by Federal Law, preparation, packaging, and shipment of trade-in equipment to the Contractor's facility.

41.

TITLE TO EQUIPMENT:

Title to equipment shall remain with awarded Contractor at all times and will not pass to the NHCC, its Divisions or any other authorized agency.

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42.

GENERAL INSTRUCTIONS:

******* Mandatory Instructions *******

Failure to abide by these instructions may be grounds for disqualification

- ✓ Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in space provided on page one of this bid and it is mandatory that an authorized company representative (Proprietor, Partner or Officer) sign the Sealed Bid.
- ✓ Late Formal Sealed Bids will **NOT** be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 2:00 P.M. on the bid opening date.
- ✓ Bidders agree to adhere to all applicable standards of the Joint Commission on Accreditation of Healthcare Organizations

Prices **MUST** be inserted with **TYPEWRITER OR INK.**

- ✓ Entries with **WHITE-OUT, CROSS-OUTS OR LIFT-OFF TAPE MUST BE INITIALED** or that entry will be disqualified.
- ✓ Bidders shall submit one (1) bid document and all applicable original attachments as furnished by the Purchasing Department of NHCC, and retain one (1) copy of bid and all applicable attachments. No changes to any original bid documents will be allowed whether through photocopying, scanning, or electronic duplication of any other method.
- ✓ Signature must be in ink and **must be original**. Absolutely no rubber stamped signatures, bids with photocopied signatures, or electronically applied signatures will be accepted.

Additional Signatures Required

- ✓ In addition to the signatures on the front page, at the bottom of each page and other areas as required, the following signatures **are required and are mandatory.**
 - OSHA Right to Know requirements must be filled out and signed
 - Statement of Confidentiality
 - Site Visit Requirement if Clause 44 or 45 boxes are checked off on Page 4
 - Non-Collusive Bidding Certifications
 - Procurement Law Requirements
 - Guidelines for the Prevention of Nosocomial Infection for any construction project
 - New York State Dept. of Taxation and Finance Contractor Certification Form (ST-220) This form requires two signatures – one by a corporate official and one by a Notary Public Signature and stamp

******* End of Mandatory Instructions *******

Other Terms Of This Sealed Bid

- ✓ As per New York State Law, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties or the specifications as presented in this bid (starting on Specifications Page) for the specific commodity or service required.
- ✓ Bidders may take exception to the Equipment and/or Product specifications of the bid only under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exceptions(s). In any event, the decision of the Director will be final.
- ✓ Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the NHCC cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity or service required by this bid. If there is any conflict between

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the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

- ✓ Bidders agree that all, Delivery Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the or Blanket Order prior to midnight of the final day of the contract.
- ✓ Bidders agree that all, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the or Purchase Order.
- ✓ Specific inquiries concerning the specifications of this sealed bid shall be submitted, in writing, to the buyer identified on page one (1) prior to the bid opening . Although questions will be permitted, and are encouraged, answers may be deferred and included in a bid addendum, and issued to all participating parties if such questions are pertinent to the scope of the purchase.

Miscellaneous Instructions for this Sealed Bid

- ✓ **ABSOLUTELY NO MINIMUM ORDERS** shall be applied to this bid.
- ✓ Please pay particular attention to all pages and sign each page where requested.
- ✓ Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
- ✓ Bidders **MUST** state manufacturer's name and catalog number of each item bid.
- ✓ Inside (receiving dock) delivery is required on all orders.
- ✓ Any manufacturer offering prices for equipment or supplies (disposables) **MUST** agree to sell parts and/or service for their equipment currently owned or leased by the NHCC, or acquired as a result of this bid, directly to the designated **NHCC Biomedical Service Provider**. This provision applies even if this bid is for supplies only.
- ✓ When applicable, the Contractor shall submit documentation to the NHCC Planning Division, prior to delivery, indicating a "Class A fire rating and New York State Department of State Compliance Numbers, in accordance with NAPPA 101 and New York State Fire Prevention Code, part 772 (NYS DOS number)". Products delivered without prior approved certification will be rejected and the Contractor shall be responsible for all costs associated with their return.
- ✓ Bids are hereby solicited for the services specified herein which are to be performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.
- ✓ Bid document must be signed by proprietor, partner or corporate officer.

State and Local Tax Information

Purchases by the NHCC are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538

State Exemption Number: 113465690

Indemnity Clause

Contractor agrees to indemnify and hold harmless NHCC, its agents, officers and employees against any and all claims, demands, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of or caused by Contractor's activities pursuant to this agreement or from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at NHCC's demand, defend at its own risk and expense any and all suits, actions or legal proceeding which may be brought or instituted against NHCC, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against NHCC, its agents, officers or employees in any such suit, action or other legal proceeding.

43.

QUALIFICATION STATEMENT:

Qualification statement must be completed and submitted with bid. It is located as a separate form further on in the bid.

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44.

PRE BID SITE VISITS:

The prospective supplier, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of others coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Site Visit Requirement form must be completed. It is located as a separate form further on in the bid.

45.

BIDDERS PRE BID CONFERENCE AND WALK THROUGH:

A one-time only compulsory bidder's conference will be held on N/A at Nassau University Medical Center, 2201 Hempstead Turnpike, East Meadow, New York, 11554. A comprehensive walk through will be conducted immediately following the bidders conference with the appropriate facility representatives to acquaint all bidders with the areas to be under construction. All bidders shall be required to be present at the reception area in the Purchasing Department, NUMC. The Purchasing Department is located in the basement of the DCB Bldg, the large 19 story building, on Hempstead Turnpike. A sign in sheet will be provided and will become part of the bid. If any bidder's signature is omitted from the sheet his bid may be disqualified. All bidders are required to attend the conference and complete the entire walk through if they intend to bid on this project.

Please notify the buyer listed on page one of this bid within one week prior to the scheduled date that you will attend. Specific inquiries concerning the specifications of this sealed bid shall be submitted in writing to the buyer identified on page one (1) prior to the conference so they can be answered at the conference. It is at this time that any questions regarding the specifications of the sealed bid may be directed to the facility representatives for clarification. Although questions will be permitted, and are encouraged, at the conference, answers may be deferred and included in a bid addendum, and issued to all participating parties.

46.

NAMES ONLY AT BID OPENING:

At the bid opening, ONLY the names will be read. Unit prices will NOT be read, but will be available when bid summary sheet is prepared.

47.

CONTRACTORS SPECIFIC CONDITIONS: (All boxes that are checked in this section apply to this bid)

The work to be performed under the contract and in accordance with the contract documents consists of performing, installing, furnishing and supplying of all materials, equipment, labor and incidentals necessary or convenient for the COMPLETE operation at the NHCC facility specified in this contract, and the carrying out of all duties and obligations imposed upon the Contractor by the contract documents.

The general features of the work include but are not limited to the following:

- Perform all removal and demolition as required.
- Patching of all walls, floors ceiling, and roofs as required by the demolition work and the new equipment installation.
- Provide protection for existing conditions and operations during the work.
Install chase enclosure for electrical conduit passing through floor, and removal and replacement of affected ceiling tile and sealing of floor penetrations as required.
- Engineering Drawings: The Contractor shall be responsible for providing shop drawings and wiring diagrams for approval by the NHCC prior to the start of the work.
- Provide Fire Underwriters approval for all electrical work. Final payment will not be made until this document is turned over to the Director of Medical Electronics, NHCC.
- Work not included:
Removal of identified asbestos containing material shall be performed by NHCC before the start of the work. Any

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asbestos encountered during the course of the construction shall be immediately reported to the NHCC Fire Safety Department (516-572-3138). All work shall immediately desist until asbestos containing material is cleaned up by the NHCC.

Project Meetings:

Prior to the start of the work, vendor shall be required to attend a "Project Kick-Off Meeting" at which time the Contractor shall be informed of safety, fire safety and security regulations that will be required by the NHCC.

The Contractor shall provide shop drawings and wiring diagrams indicating all aspects of the work. No work shall begin until all shop drawings and wiring diagrams are approved in writing by the NHCC Administration.

All Contractors' employees are required to wear hospital ID badges and must sign in and out each day in the area designated by NHCC Administration.

The Contractor shall provide the NHCC Administration with "As-built" drawings representing exactly how the work was installed. The drawings shall include, but are not limited to, all HVAC, plumbing, and electrical work required to install the equipment as specified in this contract.

The Contractor shall supply all labor, materials, services, insurance, permits, and equipment necessary to carry out the work in accordance with all applicable Federal, State and Local Regulations. The most recent edition of any relevant Regulation, Standard, Document or Code shall be in effect. Where conflicts among the requirements or with these specifications exists, the most stringent requirements shall apply.

Any schedule for shipment of equipment as a result of this bid MUST be approved in advance by a representative of the NHCC.

Specify number of days A.R.O. that the installation will be completed _____

Prices submitted in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant, equipment, transportation, incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

If there are any terms and/or conditions in the attached "Project Manual" that are in conflict with terms and/or conditions in the Formal Sealed Bid Proposal, then it will be the terms and conditions of this Formal Sealed Bid that shall apply

Addition to this bid – Scope Riders and Attachments dated

Addition to this bid – Nassau Health Care Corporation Quality and Construction Plan

Addition to this bid – Nassau Health Care Corporation Project Closeout Procedures

Addition to this bid –Project Safety Plan

Retainage – Based upon applications for payment submitted to the Nassau Health Care Corporation, the owner shall make progress payments to the contractor and take that portion of the contract sum properly allocated to completed work as determined by multiplying the percentage completion of each portion of the work by the share of the total contract sum allocated to that portion of the work in the schedule of values, less retainage of 10%.

FREEDOM OF INFORMATION LAW:

During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's bid/proposal contains any such trade secrets or other confidential or proprietary information, you must submit a request to exempt such information from disclosure. Such request must be in writing, must state the reasons why the information should be excepted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid/proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of

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your firm. NHCC assumes no responsibility for disclosure of unmarked data for any purpose. Nassau Healthcare Corporation will review such designations in making its determination whether disclosure is required, which determination shall be binding on the bidder.

HIPAA – Business Associate Agreement:

If this bid requires a Business Associate Agreement as stipulated by Federal HIPPA laws, then, as a condition of this bid, and before the award can be considered complete, the awarded bidder will be required to sign a Business Associate Agreement to fulfill the HIPPA requirements. This must be done after the award is made and prior to a contract being issued. Failure to do so will be cause for disqualification.

AFFIRMATIVE ACTION

It is the policy of NHCC to comply with all federal, state and local laws, policies, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action in working with contracting parties to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minority Group Members and women share in the economic opportunities generated by NHCC's participation in projects or initiative, and/or use of NHCC funds. NHCC's non-discrimination and affirmative action policy will apply to this initiative. M/WBEs are encouraged to respond. A copy of each respondent's equal employment opportunity policy statement and staffing plan of the anticipated workforce shall be included as part of the response to this RFP. New York State's Division of Minority - and Women-owned Business Development (MWBD) helps the state's minority and women's business community to access all the services offered by Empire State Development(ESD) This link will provide you with a searchable database of Minority and Women Owned Businesses in New York State. Paste this link into your browser - <http://205.232.252.35/>

CODE OF CONDUCT

Nassau Health Corporation insists that all of its vendors, contractors, consultants, and other agents adhere to the Corporation's compliance program, which includes a Code of Conduct. The Corporation expects all such entities to become familiar with and to comply strictly with the Corporation's Code of Conduct as a condition of doing business with NHCC. The Corporation strongly encourages any NHCC vendor, contractor, consultant, or agent who reasonably suspects or is aware of any wrongdoing by anyone at or on behalf of the Corporation to report such information to the NHCC Chief Compliance Officer or to call the NHCC No-Caller ID Helpline (572-5800)."

GOVERNING LAW

This Sealed Bid shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of law principles. All actions or proceedings relating, directly or indirectly, to this Sealed Bid shall be litigated only in courts located within Nassau County or in the United States District Court for the Eastern District of New York. Each Firm (by virtue of the submission of its proposal), submits itself, its successors and/or assigns (if any) to the personal jurisdiction of such court, and waives any right to trial by jury.

NO ARBITRATION

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

OMNIBUS PROCUREMENT ACT OF 1992

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. The NuHealth Corporation aims to achieve 30% participation with MWBE vendors. Please submit your MWBE utilization form. You may contact Walter Lowe @ 516-572-6723.

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Information on the availability of New York State subcontractors and suppliers is available from:

Department of Economic Development
 Division for Small Business
 30 South Pearl Street
 Albany, New York 12245
 Tel. 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

Department of Economic Development
 Minority and Women's Business Development Division
 30 South Pearl Street
 Albany, New York 12245
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

RECIPROCITY AND SANCTIONS PROVISIONS

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383 respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street; Albany New York 12245, for a current list of jurisdictions subject to this provision.

OBJECTIONS TO SOLICITATION AND AWARD

Any objections to the terms of this sealed bid, once released in final form, or to the conduct of receipt, evaluation, or award of sealed bid must be presented in writing within ten calendar days of (1) the release of this solicitation, or (2) the date the objector knows or should have known the basis for its objection. Objections shall be provided in letter format, clearly stating that it is an objection to this solicitation or to the conduct of evaluation or award of sealed bid, and providing a clearly detailed factual statement of the basis for objection. Failure to comply with these directions is a basis for summary dismissal of the objection. Mail objections to the address listed in the sealed bid delivery information.

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VENDOR RESPONSIBILITY CRITERIA

The director reserves the right, before making an award, to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to represent evidence of experience, ability, financial standing as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturers relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award, and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

The clauses contained in these bid forms set forth the wishes of the NHCC in regard to the purchase and/or installation required. However, the Director reserves the right to waive irregularities, omission, or other technical defects if, in its judgment, the best interest of the NHCC will be served accordingly.

THIS INSTITUTION IS ENTITLED TO ALL NEW YORK STATE EDUCATIONAL/ACADEMIC DISCOUNTS

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BIDDER SIGN HERE _____ TITLE _____

FAILURE TO SIGN THIS "STATEMENT OF CONFIDENTIALITY" WILL DISQUALIFY YOU FROM THIS BID

STATEMENT OF CONFIDENTIALITY

As part of the preliminary work that you will be conducting on behalf of the Nassau Health Care Corporation ("NHCC") you agree not to directly or indirectly, use, publish, or disclose, or authorize, or permit anyone else to use, publish, or disclose without prior written consent of NHCC, any Confidential Information (as such term is defined herein) provided to or obtained by you in connection with providing services to NHCC or exploring or implementing a possible business relationship with NHCC.

"Confidential Information" includes all "know-how", trade secrets, business and operational plans, contracts, agreements, customer lists and identifications, supplier lists and identifications, pricing policies, operational methods, marketing plans or strategies, prospect names, contact information, preferences, pricing and any other specific information compiled, developed, maintained or acquired by NHCC, marketing plans and methods, strategies, business plans, prices NHCC pays for goods and services as well as profit margins, computer software, computer discs, forms, databases, customized computer programs, passwords, access codes, object codes, source codes, databases, confidential customer/client information, non-public financial information, descriptions of facilities, service locations, any potential building sites, patient lists, projects, records, identification of key management personnel and related profiles and employment contracts, personnel information, financial statements and other financial information and projections, or any other technical or commercial information used by, or relating to NHCC, Nassau University Medical Center ("NUMC"), and to its related facilities, the A. Holly Patterson Extended Care Facility, the Elmont Community Health Center, the Davis Building-Plainview, the Freeport-Roosevelt Health Center, the Inwood-Lawrence Health Center, the Long Beach Health Center, the Hempstead Health Center, the New Cassel/Westbury Health Center, Nassau Correctional Center Medical Unit and NHCC's Certified Home Health Agency (collectively the "Health Facilities"), and any confidential, or other proprietary information, knowledge or data (oral, written or in machine-readable form) of NHCC relating to its operations, or the operations of NUMC or any of the Health Facilities, which NHCC, in its reasonable discretion, considers to be confidential and proprietary to NHCC, whether such information is disclosed orally or in writing. Confidential Information shall also include any information prepared or derived by you in connection with the evaluation of or implementation of a Business Opportunity, which contains any Confidential Information.

You further agree to remain bound by these terms for as long as the Confidential Information contemplated hereunder exists. If you are in agreement with these terms, kindly acknowledge same by signing in the space provided below.

Agreed to and Accepted by

Nassau Health Care Corporation



IF THERE IS A "X" IN THE BOX PROCEEDING CLAUSE 44 AND/OR 45 ON PAGE 4, THIS PAGE MUST BE SIGNED, COMPLETED AND SUBMITTED WITH BID OR BIDDER WILL BE DISQUALIFIED

SITE VISIT REQUIREMENT

PLEASE CALL: NHCC AT (516) 572-0000 FOR AN APPOINTMENT

THE PROSPECTIVE VENDOR, WHEN BIDDING, REPRESENTS AND WARRANTS THAT THEY OR THEIR REPRESENTATIVE HAVE VISITED AND KNOWS THE SITE OR PREMISES UPON WHICH THE EQUIPMENT IS TO BE INSTALLED OR THE SERVICE TO BE PERFORMED HEREUNDER AND THAT THE BIDDER HAS INFORMED HIMSELF OF ALL EXISTING CONDITIONS AFFECTING THE SET UP OF THE SYSTEM, EQUIPMENT OR THE SERVICE TO BE PERFORMED.

FAILURE OF THE BIDDER TO THOROUGHLY ACQUAINT THEMSELVES WITH THE SITE(S) AND LOCAL CONDITIONS SHALL NOT RELIEVE BIDDER OF THEIR RESPONSIBILITY, AND SHALL NOT ENTITLE THEM TO ANY CLAIM FOR EXTRAS.

I, _____
Clearly print bidder's representative's name and title

Signature



AS AGENT FOR _____
Clearly print company name

CERTIFY THAT I HAVE VISITED AND INSPECTED THE SITE(S) AS PER THE SPECIFICATIONS IN THIS BID AND HAVE A FULL UNDERSTANDING OF WHAT IS REQUIRED BY THE NASSAU UNIVERSITY MEDICAL CENTER WITH REGARD TO ALL THE SPECIFICATIONS IN THIS BID.

FAILURE TO COMPLETE THIS FORM (2 PAGES) AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY

SECTION 139-D OF THE STATE FINANCE LAW

SECTION 139-D, Statement of Non-Collusion in bids to the State;

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGAINZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

[4]The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this _____ day of _____, 20____ as the act and deed of said Corporation or Partnership.

Identifying Data

Potential Contractor _____

Address _____

Street _____

City, Town, etc. _____

Telephone _____ Title _____

If applicable, Responsible Corporate Officer

Name _____ Title _____

Signature _____



IF BIDDER(S) (ARE) A **PARTNERSHIP**, COMPLETE THE FOLLOWING:
NAMES OF PARTNERS OR PRINCIPALS LEGAL RESIDENCE

_____	_____
_____	_____
_____	_____

IF BIDDER(S) (ARE) A **CORPORATION**, COMPLETE THE FOLLOWING:
NAME LEGAL RESIDENCE

President: _____

Secretary: _____

Treasurer: _____

President: _____

Secretary: _____

Treasurer: _____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

_____		_____	
Legal name of person, firm or corporation		Legal name of person, firm or corporation	
By _____	_____	By _____	_____
Name		Name	
_____	_____	_____	_____
Title		Title	
Address _____	_____	Address _____	_____
Street		Street	
_____	_____	_____	_____
City, State		City, State	

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SAMPLES

Bidder Supplied Sample(s) The Director reserves the right to request from the bidder/contractor a representative sample(s) of the product offered at any time prior to or after award of a contract. Unless otherwise instructed samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of bid or cancellation of the contract. Samples must be submitted free of charge and be accompanied by the bidder's name, address, and any descriptive literature relating to the sample. Where applicable, samples must be properly labeled with the appropriate bid/contract reference.

A sample may be held by the Director during the entire term of the contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the bidder, at the bidder's expense and risk. Where the bidder has failed to fully instruct the Director as to the return of the sample (i.e. mode and place of return etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

Conformance with Sample(s) Submission of a sample (whether or not such sample is tested by, or for, the Director) and approval thereof shall not relieve the Contractor from full compliance with all conditions and terms, performance related and otherwise, specified in the bid documents. If in the judgment of the Director the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the bid documents, the Director may reject the bid. If an award has been made, the Director may cancel the contract at the expense of the Contractor.

Testing All samples are subject to tests in the manner and place designated by the Director, either prior to or after contract award. Unless otherwise stated in the bid specifications, bidder sample(s) consumed or rendered useless by testing will not be returned to the bidder.

Enhanced Sample(s) When an approved sample exceeds the minimum specifications, all products delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Director may procure a commodity substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the NHCC will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his/her decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

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TITLE _____

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Procurement Law Requirements

State Finance Law §§ 139-j and 139-k (collectively, the “Procurement Requirements”) apply to this sealed bid. The Procurement Requirements (1) govern permissible communications between potential respondents and NHCC with respect to this sealed bid during the procurement process; and (2) establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including disqualification from eligibility for an award of any contract pursuant to this solicitation.

Compliance with the Procurement Requirements requires that (a) all communications regarding this sealed bid, from the issuance of this sealed bid through final award and approval of any resulting contract (the “Restricted Period”), be conducted only with the buyer listed on the first page of this bid; (b) the completion by respondents of the Offerer Disclosure of Prior Non-Responsibility Determinations and the Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law, copies of which are attached to this sealed bid as attachments to Appendix A, and (c) periodic updating of such forms during the term of any contract resulting from this sealed bid. Respondents must submit both of these forms, properly completed, as part of their proposals. The Procurement Requirements also require NHCC employees to obtain and report certain information when contacted by prospective bidders during the Restricted Period, make a determination of the responsibility of bidders and make all such information publicly available in accordance with applicable law. If a prospective bidder is found to have knowingly and willfully violated the State Finance Law provisions, that prospective bidder and its subsidiaries, related or successor entities will be determined to be a non-responsible bidder and will not be awarded any contract issued pursuant to this sealed bid.

A copy of the State Finance Law Sections 139-j and 139-k can be found at <http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html>. All potential Respondents are solely responsible for full compliance with the Procurement Requirements.

APPENDIX A

REQUIRED DISCLOSURE OF INFORMATION: THE FORMS SET FORTH BELOW MUST BE FULLY COMPLETED AND RETURNED WITH A RESPONDING FIRM’S SUBMISSION. A SUBMISSION WILL NOT BE CONSIDERED COMPLETE WITHOUT SUBMISSION OF THIS ATTACHMENT.

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Offerer's Affirmation of Understanding and Agreement

Instructions:

A Government Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the Restricted Period for a procurement contract in accordance with State Finance Law §§ 139-j and 139-k. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the Offerer submits its proposal or bid. The following language can be used to obtain the affirmation.

Offerer affirms that it understands and agrees to comply with the procedures of NHCC relative to permissible Contacts as required by State Finance Law §§ 139-j (3) and 139-j (6)(b).

By - Print Name _____

Title: _____

Date _____

Vendor Name: _____

Vendor Address: _____

Signature : _____



Offerer Disclosure of Prior Non-Responsibility Determinations**Background:**

Under New York State Finance Law § 139-k (2), covered governmental entities are obligated to obtain specific information regarding prior non-responsibility determinations. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by a Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law §139-k (1). State Finance Law §139-j sets forth detailed requirements about the restriction on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determinations, a covered governmental entity must consider whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract.

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Disclosure of Prior Non-Responsibility Determinations Form

Name of Individual or Entity Seeking to Enter into Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

(Please Circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

(Please Circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

(Please Circle): No Yes

4. If you answered 'yes' to any of the above questions, please provide details regarding the finding of non-responsibility below:

Governmental entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle) No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.



Signature: _____

Printed Name: _____ Date: _____

Title: _____

Nassau University Medical Center Guidelines for the Prevention of Nosocomial Infection

Relevant Only During Hospital Construction and Remodeling

1. Purpose

To prevent the airborne spread of fungal spores, which may cause disease in susceptible individuals during hospital construction, demolition, and remodeling activities. Construction / renovation require substantial planning to minimize the risk of airborne infection both during projects and after their completion. A multidisciplinary team coordinates Fire Safety and Infection Control risk assessments.

2. Construction / Remodeling Coordination Team

A - The team considers the following prior to initiating any construction or repair activity:

1. Design and function of the new structure.
2. Assessment of environmental risks for airborne disease and opportunities for prevention.
3. Measures to contain dust and moisture during construction.

B - The following disciplines are included:

1. Engineering Department
2. Medical Director and Manager of the involved and adjacent patient care areas
3. Safety and Security Department
4. Infection Control Department
5. Planning Department / Architects
6. Project Managers

C - Responsibility and Accountability

1. Coordinate members' input in developing a comprehensive project management plan.
2. Conduct a risk assessment of the project to determine potential hazards to susceptible patients.
3. Prevent unnecessary exposure of patients, visitors and staff.
4. Oversee all infection control aspects of construction activities
5. Establish site-specific infection control protocols for specialized areas.
6. Ensure compliance with construction standards and any applicable safety regulations.
7. Establish a mechanism to correct problems quickly.
8. Implement "interim life safety measures" as required
9. Infection Control Risk Assessment Procedure.

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Infection Control Risk Assessment Form

Task / Project Description:

Location:

_____ Facility

_____ Bldg

_____ Floor

_____ Section / Area

Step One: Using the following table, identify the Type of Construction Project or Maintenance Activity (Type A - D)

TYPE A	<p>Inspection and Non-Invasive Activities. Includes, but is not limited to:</p> <ul style="list-style-type: none"> • removal of ceiling tiles for visual inspection limited to 1 tile per 50 square feet • painting (but not sanding) • wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.
TYPE B	<p>Small scale, short duration activities which create minimal dust Includes, but is not limited to:</p> <ul style="list-style-type: none"> • installation of telephone and computer cabling • access to chase spaces • cutting of walls or ceiling where dust migration can be controlled
TYPE C	<p>Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies Includes, but is not limited to:</p> <ul style="list-style-type: none"> • sanding of walls for painting or wall covering • removal of floor-covering, ceiling tiles and casework • new wall construction • minor duct work or electrical work above ceilings. • major cabling activities • any activity which cannot be completed within single work-shift
TYPE D	<p>Major demolition and construction projects Includes, but not limited to:</p> <ul style="list-style-type: none"> • activities which requires consecutive work shifts • requires heavy demolition or removal of a complete cabling system • new construction

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TITLE _____

Step Two: Using the following table, identify the Patient Risk Groups that will be affected. If more than one group will be affected, select the higher risk group:

Low risk	Medium risk	High risk	Highest Risk
- Office areas	1. Endoscopy 2. Laboratories (specimen) 3. Medical/Surgical Units 4. Nuclear Medicine 5. Physical Therapy 6. Radiology 7. Respiratory Therapy 8. Treatment Rooms 9. Waiting Areas	1. Bronchoscopy 2. Dialysis 3. Dialysis Cath Room 4. Emergency Room 5. Intensive Care Units 6. Outpatient surgery 7. Pharmacy 8. Post Anesthesia Care Unit 9. Pulmonary Care Unit	1. Any area caring for immunocompromised patients 2. Burn Center 3. Central Sterile Supply 4. Nursery/NICU 5. Operating rooms 6. Pharmacy Admixture Area

Step Three: Match the Patient Risk Group (Low, Medium, High, Highest) with the planned Construction Project Type (A,B,C,D) on the following matrix, to find the Class of Precautions (I, II, III, or IV) or level of infection control activities required.

Class I – IV Precautions are delineated on the following page.

IC Matrix - Class of Precautions: Construction Project by Patient Risk

Construction Project / Maintenance Activity Type

Patient Risk Group	Type A	Type B	Type C	Type D
LOW Risk Group	I	II	II	III / IV
MEDIUM Risk Group	I	II	III	IV
HIGH Risk Group	I	II	III / IV	IV
HIGHEST Risk Group	II	III / IV	III / IV	IV

Note: Infection Control approval will be required when the Construction Activity and Risk Level indicate that Class III and Class IV control procedures are necessary.

Description of Required Infection Control Precautions by Class

During Construction Project

Upon Completion of Project

	During Construction Project	Upon Completion of Project
Class I	<ol style="list-style-type: none"> 1. Execute work by methods to minimize raising dust from the construction operators. 2. Immediately replace a ceiling tile displaced for visual inspection 	
Class II	<ol style="list-style-type: none"> 1. Provide active means to prevent airborne dust from dispersing into atmosphere 2. Water mist work surfaces to control dust while cutting 3. Seal unused doors with duct tape 4. Block off and seal air vents 5. Place dust mat at entrance and exit of work area 6. Remove or isolate HVAC system in areas where work is being preformed. 	<ol style="list-style-type: none"> 1. Wipe work surfaces with disinfectant 2. Contain construction waste before transport in tightly covered containers 3. Wet mops and/or vacuum with HEPA filtered vacuum before leaving work area. 4. Remove isolation of HVAC system in area where work is being performed.
Class III	<ol style="list-style-type: none"> 1. Remove or Isolate HVAC system in area where work is being done to prevent contamination of duct system 2. Complete all critical barriers e.g.: sheetrock, plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. 3. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units. 4. Contain construction waste before transport in tightly covered containers 5. Cover transport receptacles or carts. Tape covering unless solid lid. 	<ol style="list-style-type: none"> 1. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Department. 2. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. 3. Vacuum work area with HEPA filtered vacuums 4. Wet mop area with disinfectant 5. Remove isolation of HVAC system in areas where work is being performed.
CLASS IV	<ol style="list-style-type: none"> 1. Isolate HVAC system in area where work is being done to prevent contamination of duct system 2. Complete all critical barriers e.g.: sheetrock, plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. 3. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units. 4. Seal holes, pipes, conduits, and punctures appropriately 5. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site or they can wear clothing or paper coveralls that are removed each time they leave the work site. 6. All personnel entering work site are required to wear shoe covers. Shoe covers must be changed. 7. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Department. 	<ol style="list-style-type: none"> 1. Remove barrier material carefully to minimize spreading of dirt and debris associated with construction. 2. Contain construction waste before transport in tightly covered containers. 3. Cover transport receptacles or carts. Tape covering unless solid lid. 4. Vacuum work area with HEPA filtered vacuums. 5. Wet mop area with disinfectant. 6. Remove isolation of HVAC system in areas where work is being preformed.

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TITLE _____

Step Four: Implement the appropriate level of infection control precautions as indicated in the above table.

This project requires the following class _____

Evaluated by:

Infection Control Department

_____	_____	_____	_____
Print Name	Signature	Title	Date
Engineering / Maintenance or Planning			

_____	_____	_____	_____
Print Name	Signature	Title	Date

Vendor's Notification Declaration

Vendors Performing Work at Nassau Health Care Corporation Facilities

Please complete the blanks below, sign and date.

(Vendor Company Name) _____

The person whose signature appears below, a proprietor, partner or officer authorized to sign for company listed above, has read the rules and regulations described above and agrees to abide by the content and intent of this procedure.

Signature _____

Print Name _____

Title _____ **Date** _____



New York State Department of Taxation and Finance
Contractor Certification Form (ST-220)

TAX LAW § 5-A

Tax Law § 5-a, is effective with all solicitations to purchase issued by covered agencies on or after January 1, 2005. It applies to contracts where (1) the total amount of such persons' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates, subcontractors, or affiliates of subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and (2) the contracts or agreements with state agencies or public authorities for the sale of commodities or services have a value in excess of \$15,000. This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, its subcontractors and affiliates of the subcontractors are required to register to collect state sales and compensating use tax. Where required to register, the contractor must also certify that it is, in fact, registered with the Department of Taxation and Finance (DTF). The law prohibits the Comptroller, or other approving agency, from approving a contract awarded to a vendor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this bid. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to respond timely may render a bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms, within a timely manner to ensure compliance with the law.

Vendors may call the Tax Department at 1-800- 972-1233 for any and all questions relating to Tax Law § 5-a and relating to a company's registration status with the Tax Department. For additional information and frequently asked questions, please refer to the Department of Tax and Finance web site: http://www.nystax.gov/sbc/nys_contractors.htm .

Nassau Health Care Corporation reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with § 5-a of the Tax Law is not timely filed during the term of the contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, Nassau Health Care Corporation may exercise its termination right by providing written notification to the Contractor.

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TITLE _____

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ST-220

(1/05)



New York State Department of Taxation and Finance

Contractor Certification
(Pursuant to Section 5-a of the Tax Law)

For more information, see Publication 222, *Question and Answers Concerning Tax Law Section 5-a.*

Contractor name		For office use only Contract number
Contractor's principal place of business	City State ZIP code	
Mailing address (if different than above)		Estimated contract value
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	
		\$
Contractor's telephone number ()	Contracting state agency Nassau Health Care Corporation	

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)
of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and that:

Part I. Contract services that are not services for purposes of Tax Law section 5-a

(Mark an X in the box if this statement is applicable. If you mark this box, you do not have to complete Parts II through V.)

- The requirements of Tax Law section 5-a do not apply because the subject matter of the contract concerns the performance of services which are not *services* within the meaning of Tax Law section 5-a.

(If you did not mark the box next to the statement in Part I, mark an X next to the applicable statement in Parts II through V.)

Part II. Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made, and is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law.
- As of the date of this certification, the contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Part III. Affiliate registration status

- As of the date of this certification, the contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made, and each affiliate exceeding the \$300,000 sales threshold during such periods is

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registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address, and identification number of each affiliate exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

- To the best of the contractor's knowledge, the contractor has one or more affiliates and, as of the date of this certification, each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Part IV. Subcontractor registration status

- As of the date of this certification, the contractor does not have any subcontractors.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has made sales in excess of the \$300,000 threshold during such periods has further informed the contractor that it is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each subcontractor exceeding the \$300 000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Part V. Subcontractor affiliate registration status

- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it does not have any affiliates
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification it has any affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has one or more affiliates having made sales in excess of the \$300,000 threshold during such periods has further informed the contractor that each such affiliate is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each affiliate exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has no affiliate having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300.000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Sworn to this _____ day of _____, 20 _____



(signature)

(title)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
: SS.:
COUNTY OF _____ }

On the day _____ of _____ in the year 20____, before me personally appeared _____ known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____,

Town of _____,

County of _____,

State of _____; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

[] (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

[] (If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

[] (If a partnership): _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

[] (If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No. _____



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Schedule A - List of affiliates, subcontractors, and affiliates of subcontractors

Table with 6 columns: A Relationship to Contractor, B Name, C Address, D ID Number, E Sales Tax ID Number, F Proof of Registration. The table is currently empty.

Column A - Enter C if the contractor; do not complete columns C, D, and E. Enter A if an affiliate of the contractor; S if a subcontractor; or SA if an affiliate of a subcontractor, and complete columns B through F.

Column B - Name - If person is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State. If person is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If person has a different DBA (doing business as) name, enter that name as well.

Column C - Address - Enter the street address of person's principal place of business. Do not enter a PO box.

Column D - ID number - Enter the federal identification number assigned to the person or person's business, as applicable.

Column E - Sales tax ID number - Enter only if different from federal ID number in column D.

Column F - Enter CA if a paper copy of the certificate of authority is attached; or RC if person is registered with DTF and has confirmed this status with DTF.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law, and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

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Instructions

General information

On August 20, 2004, New York State enacted section 5-a of the Tax Law requiring persons awarded contracts valued at more than \$15,000 with state agencies, public authorities or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. A contractor, affiliate, subcontractor or affiliate of a subcontractor must be certified as having a valid certificate of authority if such person makes, or has made, aggregate sales delivered within New York State of more than \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. A contractor must use Form ST-220, *Contractor Certification*, to make this certification before the contract may be approved by the Office of the State Comptroller (OSC), or other contract approver if OSC is not required to approve the contract.

This statute applies to contracts resulting from solicitations to purchase issued by governmental entities on or after January 1, 2005. In the case of contracts resulting from issuance of an invitation for bid (IFB) or a request for proposal (RFP), the statute would apply if the IFB or RFP was first issued on or after January 1, 2005. The statute would not apply if the bid document was first issued before January 1, 2005, even if the bid document was amended, or the resulting contract was awarded, approved, amended, or extended after January 1, 2005.

The statute does not apply to purchases from preferred sources. For additional information, please see Publication 222, *Questions and Answers Concerning Tax Law Section 5-a*.

Definition of terms associated with section 5-a

The following is a partial list. Please see Publication 222 for additional information.

A *contractor* is defined as a person awarded a contract by a covered agency.

The term *person* is defined as any entity in business for either profit or not-for-profit purposes and can refer to an individual, partnership, limited liability company, society, association, joint stock company, or corporation.

A *covered agency* is defined as New York State or any department, board, bureau, commission, division, office, council or agency of New York State; public authorities and public benefit corporations. The State Legislature, the judiciary, Department of Law, Office of State Comptroller, State Education Department, State University of New York and the senior colleges of City University of New York are included in this definition.

An *affiliate* is an entity which, through stock ownership or any other affiliation, directly, indirectly or constructively, controls another entity, is controlled by another entity, or is, along with another entity, under the control of a common parent company.

A *subcontractor* is an entity specifically engaged by a contractor or another subcontractor to provide commodities or perform services necessary to allow a contractor to fulfill a particular contract with a covered agency.

Commodities means, other than with respect to contracts for State printing, material goods, supplies, products, construction items or other standard articles of commerce other than technology which are the subject of any purchase or other exchange.

Tangible personal property means physical personal property, of any nature, that has a material existence and is perceptible to the human senses. Tangible personal property includes, without limitation: (1) raw materials, such as wood, metal, rubber and minerals; (2) manufactured items, such as gasoline, oil, diesel motor fuel and kero-jet fuel, chemicals, jewelry, furniture, machinery and equipment, parts, tools, supplies, computers, clothing, motor vehicles, boats, yachts, appliances, lighting fixtures, building materials; (3) pre-written off-the-shelf software; (4) artistic items such as sketches, paintings, photographs, moving picture films and recordings; (5) animals, trees, shrubs, plants and seeds; (6) bottled water, soda and beer; (7) candy and confections; (8) cigarettes and tobacco products; (9) cosmetics and toiletries; (10) coins and other numismatic items, when purchased for purposes other than for use as a medium of exchange; (11) postage stamps, when purchased for purposes other than mailing; and (12) precious metals in the form of bullion, ingots, wafers and other forms.

Completing Form ST-220 Identification information

Contractor name: Enter the exact legal name of the person or entity who is contracting to provide commodities or services to a covered agency of New York State. This is the name registered with the New York Department of State.

Contractor's principal place of business: Enter a street address, not a PO box number.

Mailing address: Enter the address where contractor receives mail, if different than the principal place of business.

Contracting state agency: Enter the state agency awarding the contract to the contractor.

Certification statement: If the contractor is a corporation, the statement must be completed by the president, vice president, treasurer, assistant treasurer, chief accounting officer, or other officer authorized by the corporation. If the contractor is a partnership, the statement must be completed by a partner or person authorized by the partnership. If the contractor is a limited liability company, the statement must be completed by a member of the LLC and be authorized by the LLC.

Part I - Contract services not pursuant to Tax Law section 5-a

If the services to be performed under the contract are not services within the meaning of Tax Law section 5-a, mark an X. You do not have to complete Parts II through V. You must sign and have the certification acknowledged.

For procurement law purposes, *services* means, other than with respect to contracts for State printing, the performance of a task or tasks and may include a material good or a quantity of material goods, and which is the subject of any purchase or other exchange. For procurement law purposes, technology is a service. The term *services* for procurement law purposes does not apply to contracts for architectural, engineering or surveying services, or to contracts with not-for-profit organizations approved in accordance with Article eleven-B of the State Finance Law.

The term *taxable services* for New York State and local sales and compensating use tax law purposes includes, but is not limited to: 1) providing information by printed, mimeographed or multigraphed matter or by duplicating written or printed manner in any other

manner; 2) processing, assembling, fabricating, printing or imprinting tangible personal property furnished by a customer who did not purchase the tangible personal property for resale; 3) installing, maintaining, servicing, or repairing tangible personal property that is not held for sale by the purchaser of the service in the regular course of business (for example, servicing automobiles, installing appliances, and repairing radio and television sets); 4) storing tangible personal property that is not being held for sale; 5) renting safe deposit boxes, vaults, and similar storage facilities; 6) maintaining, servicing, or repairing real property both inside and outside buildings (for example, cleaning, painting, gardening, snow plowing, trash removal, and general repairs); 7) providing parking, garaging, or storing services for motor vehicles; 8) interior decorating and designing; 9) protective or detective services; and 10) entertainment or information services provided by means of telephony or telegraphy.

Parts II through V

If the contract is covered under Tax Law section 5-a, you must mark an **X** in one box in each of these parts. You must also sign and have the certification acknowledged, and complete Schedule A.

Schedule A

Column A - Relationship to the contractor

The contractor should enter a **C**. It is not necessary for the contractor to complete columns C through E since this information has been provided on page 1.

If the person listed in column B is an affiliate of the contractor, enter an **A**; if a subcontractor, enter an **S**, if an affiliate of a subcontractor, enter **SA**.

Column B - Name

Enter the exact legal name as registered with the New York Department of State of each corporation or limited liability company. If the person is a partnership or sole proprietor, enter each partner's or the owner's given name. If the person uses a different name or DBA (doing business as), enter that name as well.

Column C - Address

Enter the street address of the person's principal place of business. Do not enter a PO box.

Column D - ID number

If the person listed in column B is an individual, enter the social security number of that person. Otherwise enter the employer identification number (EIN) assigned to the person.

Column E - Sales tax ID number

Enter the sales tax identification number, if different from the federal identification.

Column F - Proof of registration

Enter **CA** and attach a copy of the certificate of authority for the person.

If the certificate of authority is not readily available and if the person is registered with the Department of Taxation and Finance and has confirmed this status with the DTP, enter **RC**.

Return a signed and acknowledged original Form ST-220, and a copy, with the contract to the procuring state agency.

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BIDDER SIGN HERE _____

TITLE _____

The forms on the next two pages are to be filled out completely so that the information can be entered in our computer system for purchase orders and payments to be made.

VENDOR INFORMATION FORM

THIS FORM, **ALONG** WITH THE ATTACHED "700" FORM MUST BE FILLED OUT AND SUBMITTED TO THIS OFFICE PROMPTLY BEFORE ANY PURCHASE ORDER OR PAYMENT CAN BE PROCESSED.

BUSINESS NAME: _____

BUSINESS Address: _____

Contact Person: _____

Telephone Number: _____

FAX Number: _____

***PLEASE NOTE:** ANY CHANGE IN VENDOR INFORMATION PREVIOUSLY PROVIDED, MUST BE ACCOMPANIED BY A NOTIFICATION OF SAID CHANGE ON VENDOR LETTERHEAD DULY SIGNED.

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Request For Taxpayer Identification Number and Certification

This "700" form must be filled out and submitted along with a complete W-9 form to this office promptly before any purchase order or payment can be processed.

Vendor / Payee ID #: / / / / / / / / / / / / / (9) Vendor Class NMS

Business Name : _____

Business DBA: _____

Business Address: _____

State _____ Zip _____

Important Note: All Purchase Orders will be processed via E-Mail effective date: July 1st., 2016

Contact Person: _____

Telephone Number: _____ Fax Number: _____

E-Mail for Purchase Orders: _____

Remit to Address if different from above: _____

State: _____ Zip: _____

Please answer the five questions below. Incomplete forms will delay payment.

- 1) The vendor / payee ID # provided above is : Federal ID # Social Security #
- 2) Are medical or legal services ever provided by vendor ? Yes No
- 3) Is vendor / payee an employee of the Nassau Health Care Corporation ? Yes No
- 4) Check appropriate box: Sole Proprietor Corporation Partnership Other _____
- 5) If a 1099 is NOT required please initial the box to the right

Is this business registered as Minority, Women Owned, Small Business and/or Veterans?

If so where is it registered? _____

- a) Women Owned Business Yes No
- b) Minority Owned Business Yes No
- c) Small Business Yes No
- d) Veterans Yes No

Certification - Under penalties of perjury, I certify that: (1) The number shown on this form is my correct identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding. (3) The information provided on this form is correct to the best of my knowledge.

Certification Instructions: - You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return. For real estate transactions, item (2) does not apply.

PLEASE SIGN HERE



PRINT NAME OF PERSON SIGNING ABOVE _____

DATE _____ TITLE _____

For Internal Use Only

Form Submitted By: _____ (Name) Date _____

Department _____ Phone Number _____

Document Type Initial Entry Revision

Nassau Health Care Corporation, 2201 Hempstead Turnpike, East Meadow, NY 11554

Asbestos, Lead & Microbial Abatement/Remediation

Proposals submitted hereunder shall be in accordance with the following detailed specifications.

SPECIFICATIONS

It is the intent of the NuHealth Corporation to establish a multi-year contract for Asbestos, Lead & Microbial Abatement/Remediation at Nassau University Medical Center, A. Holly Patterson Extended Care Facilities and all off sight Health Centers to include, but not be limited to, the specifications listed below:

Estimated Annual Usage as follows:

Estimate annual usage is just that, an estimate. NuHealth Corporation reserves the right to increase or decrease usage as needed, predicated on the needs of the NuHealth Corporation.

Asbestos Abatement Force Account Work: \$1,000,000.00/YR

Lead Abatement Force Account Work: \$5,000.00/YR

Microbial Remediation Force Account Work: \$5,000.00/YR

Procedure for issuing Delivery Orders for services required:

Services estimated to be a large project (over 160 square ft or 260 linear feet) the designated NUMC contact will request a site visit and a detailed written quote. In addition to the square or linear footage, the quote should include estimated number of men, estimated man hours and any prep or removal of debris services.

Once the quote has been received by the designated NUMC contact, the quote will be reviewed, and if approved, a Delivery Order will then be issued for that specific job. No work is to be done by the Vendor until they receive a Delivery Order.

Specifications: See *“Attachment No#1 dated 01/09/18, Pages 1-83”*

Pricing:

Submit a price for 1, 3, and 5 years.

The award will be determined by Cost/Year that is in the best interest of the Nassau Health Care Corporation.

	<u>1 YEAR</u>	<u>3 YEAR</u>	<u>5 YEAR</u>
Mobilization for MINOR asbestos projects including construction of personal and waste decons.	1a \$ _____	b \$ _____	c \$ _____
Mobilization for SMALL asbestos projects including construction of personal and waste decons.	2a \$ _____	2b \$ _____	2c \$ _____
Mobilization for LARGE asbestos projects including construction of personal and waste decons.	3a \$ _____	3b \$ _____	3c \$ _____
Removal of asbestos containing pipe insulation for all diameter pipe sizes.	4a \$ _____ /sq.ft.	4b \$ _____ /sq.ft.	4c \$ _____ /sq.
Re-insulation with non-asbestos containing pipe insulation for all diameter pipe sizes.	5a \$ _____ /sq.ft.	5b \$ _____ /sq.ft.	5c \$ _____ /sq.ft
Removal of asbestos containing boiler, breeching, uptake and tank insulation (including calcium silicate block)	6a \$ _____ /sq.ft.	6b \$ _____ /sq.ft.	6c \$ _____ /sq.ft.
Re-insulation with non-asbestos containing boiler and tank insulation.	7a \$ _____ /sq.ft.	7b \$ _____ /sq.ft.	7c \$ _____ /sq.f
Removal of asbestos containing duct insulation for all duct sizes.	8a \$ _____ /sq.ft.	8b \$ _____ /sq.ft.	8c \$ _____ /sq.
Re-insulation with non-asbestos containing duct insulation for al duct sizes.	9a \$ _____ /sq.ft.	9b \$ _____ /sq.ft.	9c \$ _____ /sq.f
Removal of asbestos containing sprayed-on fire and sound proofing	10a \$ _____ /sq.ft.	10b \$ _____ /sq.ft.	10c \$ _____ /sq
Re-application of non-asbestos spray on fire proofing material.	11a \$ _____ /sq.ft.	11b \$ _____ /sq.ft.	11c \$ _____ /sq
Installation of non-asbestos acoustic panels.	12a \$ _____ /sq.ft.	12b \$ _____ /sq.ft.	12c \$ _____ /sq
Removal of asbestos containing plaster (ceilings and walls) including lath (wire or wood).	13a \$ _____ /sq.ft.	13b \$ _____ /sq.ft.	13c \$ _____ /sq.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

BIDDER SIGN HERE _____ TITLE _____

Repair, patching and sealing of asbestos containing plaster (ceilings and walls) including lath.

14a \$ _____/sq.ft. 14b \$ _____/sq.ft. 14c \$ _____/sq

Removal of asbestos containing floor tiles including glue and mastic.

15a \$ _____/sq.ft. 15b \$ _____/sq.ft. 15c \$ _____/sq.

Removal of asbestos containing transite panels

16a \$ _____/sq.ft. 16b \$ _____/sq.ft. 16c \$ _____/sq.

Removal of asbestos containing roofing systems to include ballast, flashing, insulation, roofing, etc

17a \$ _____/sq.ft. 17b \$ _____/sq.ft. 17c \$ _____/sq

Removal of asbestos containing brick, block, mortar, cement and concrete.

18a \$ _____/sq.ft. 18b \$ _____/sq.ft. 18c \$ _____/sq

Pick-up and disposal of gross asbestos contaminated debris (excluding waste generated from items 1-17).

19a. \$ _____/sq.ft. 19b \$ _____/sq.ft. 19c \$ _____/sq

Labor: (Monday – Friday 8AM-4PM)

A significant amount of work/projects will be done off hours and the vendor needs to be prepared to accommodate that requirement.

All work is to be performed as per the terms, conditions, rules, regulations of the New York State Department of Labor, including Prevailing Wage. (Refer to Page 13, Paragraph 39) and Certified Payroll.

20. \$ _____/hour

21; \$ _____/half-hour

22. \$ _____/quarter-hour

******* End of Specifications *******

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

BIDDER SIGN HERE _____

TITLE _____

SECTION I

SPECIAL CONDITIONS

PART 1 – GENERAL

1.01 General Requirements

- A. The work covered under this Contract involves furnishing the necessary labor, materials, tools, equipment and incidentals for the encapsulation, enclosure, repair and/or removal of asbestos containing materials (ACM), lead containing materials (LCM) and microbial contaminated materials at various locations of the Nassau Health Care Corporation (NHCC). NHCC shall include the following locations Nassau University Medical Center (NUMC), A. Holly Patterson Extended Care Facility (AEHCF), Elmont Health Center, Roosevelt-Freeport Health Center, New Cassel-Westbury Health Center and Hempstead Health Center, and any other facilities controlled by NHCC
- B. This Contract is intended to cover a number of individual locations dealing with the encapsulation, enclosure, repair and/or removal of asbestos containing materials (ACM), lead containing materials (LCM) and microbial contaminated. NHCC, from time to time, shall identify, by work order, individual work locations and the Contractor shall submit an estimated cost and schedule for each work order. The estimated costs shall be in accordance with the requirements described in Section II, Payment items, and the scope of each individual work order as issued by NHCC. When agreed to by NHCC or the duly authorized representative, the Contractor will be authorized to proceed.
- C. The Contractor shall supply services, which will provide for work on an “as-needed” basis. Due to the nature of the health care industry, the Contractor may be required to work during the hours when the buildings are closed or at minimum occupancy. The Contractor shall respond to emergency service requests, on that day, and no later than four (4) hours after the request is submitted.
- D. To assist you in the bid process, we have estimated that the expenditures for the nature of the work being bid herein is approximately \$400,000 per year. Be advised that this figure is provided for your guidance only and is not to be interpreted as an indication that any specific dollar amount of work is contemplated through the establishment of the Contract being bid at this time.
- E. The Contractor must have a competent supervisor on site during times that work is in progress. The supervisor must be able to communicate in spoken and written English as well as being completely versed in the work to be done.

- F. The Contractor shall be responsible for all personnel in his/her employ and acts of these personnel creating a public nuisance, interfering with NHCC property, employees, visitors, patients, or entering unauthorized areas, shall be cause for termination of this contract.
- G. Employees of the Contractor, while on service call, shall carry identification badges provided to them by NHCC and shall be required to submit same to Public Safety Officials or other employees of NHCC.
- H. The Contractor shall provide, at Contractor cost and maintain at all times until acceptance of the work as set forth herein, all such guards, warning signs, fences, walks, lights, danger lights and barricades stairs, ladders, scaffolding, goggles, work gloves, shoes, and other related items and/or means for protection, safety and convenience of the public, patients, employees, etc., as required by law, ordinances, or police regulations, or as may be directed by NHCC.
- I. The Contractor shall inform and receive approval from NHCC prior to introducing any substances or chemicals into NHCC facilities. The Contractor shall also provide Safety Data Sheets (SDS) for all such substances or chemicals as per Federal Hazard Communication Standard.
- J. All polyethylene sheeting and construction materials shall be labeled as fire resistant.
- K. Gasoline powered tools and equipment are not permitted for use within any NHCC buildings.

1.02 Health and Safety Plan

- A. The Contractor shall develop and submit to NHCC a Health and Safety Plan (HASP) which covers the scope of work under this Contract. The HASP shall include, but not be limited to, the following:
 - 1. Procedure for notifications to all regulatory agencies having jurisdiction (i.e. – Police Department, Fire department, Ambulance Services, etc.).
 - 2. Procedure for medical and personnel monitoring.
 - 3. Procedure for personnel and equipment decontamination.
 - 4. Communication Plan.
 - 5. List of personal protective equipment and respiratory protective equipment to be used.
 - 6. Emergency procedure for response to personnel injury.

7. Work plan defining the composition of the work party performing the abatement work and the functions of those persons so assigned to the work party.
8. Listing of emergency phone numbers for Police Department(s), Fire Departments(s), Hospital(s), Ambulance Service(s), etc.
9. Inventory of fire extinguishers.

1.03 Work Orders

- A. No work shall be undertaken nor will any payment be made without a work order issued for the specific abatement activities by NHCC Corporation.
- B. Upon issuance of a work order, the Contractor shall mobilize a qualified and appropriately certified work force of suitable size, properly equipped and with adequate materials and equipment and commence work immediately.

1.04 Qualifications of Bidders

- A. Bidders must:
 1. Have a minimum of five (5) years experience as a prime asbestos abatement contractor. **Documentation of this experience must be submitted with the sealed bid.**
 2. Have a minimum of five (5) years experience as a prime contractor in an Acute Care Medical Facility (hospital) and Extended Care Facility (nursing home). **Documentation of this experience must be submitted with the sealed bid.**
 3. Have averaged a minimum of \$1,000,000 of abatement construction activities per year over the past five (5) years. **Documentation of this experience must be submitted with the sealed bid.**
 4. Have all applicable federal, state and local licenses and certifications to perform asbestos and lead abatement activities as well as microbial remediation. The Contractor must be in possession of all such licenses and certifications at the time of bid submission.

Note: For items 1- 3 the documentation must specify, the name of customer(s), type of facility, starting and ending dates, contract dollar (\$) values as well as contact persons and telephone numbers.

PART 2 - EXECUTION

2.01 Contractors Operations

- A. The Contractor shall remove all ACM, LCM or microbial contamination as per the work order issued. In the event that the ACM, LCM or microbial contamination is not to be removed but encapsulated/encased instead, then a material, approved by NHCC, shall be applied by the Contractor. During the course of these activities the Contractor will be responsible for related work as required.
- B. The Contractor shall protect NHCC property from damage and loss arising in connection with this Contract and his work activities. The Contractor shall repair/replace any damage caused by his operation except such as caused by agents or employees NHCC. The Contractor shall provide all protection required by any public authority for the safety of the public and building occupants. The Contractor shall be responsible for all parts of his work until such work is accepted by NHCC.
- C. All work to be done in existing buildings or any other work which might affect the operation of the existing building(s) shall be done at the convenience of NHCC. NHCC shall be notified of this work in sufficient time so that the proper arrangements may be made.
- D. The Contractor shall maintain unobstructed entrances and exits to and from areas of building operations.
- E. The Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable federal, state and local laws, codes and regulations.
- F. Prior to the issuance of a Work Order, the Contractor must visit the site and shall become familiar with any special conditions at the site which must be considered during his work. These conditions include but are not limited to:
 - 1. Limited truck access to the work area(s).
 - 2. Sole entrance/exit paths to each work area.
 - 3. Building or structure being occupied and in use by NHCC Corporation personnel or the general public.
- G. The Contractor is responsible for restoring the work area and auxiliary areas utilized during his activities to conditions equal to or better than original. Any damages (i.e. – paint peeled off by barrier tape, tape/glue residues, nail holes, water damage, broken glass, etc.) caused during the performance of his activities shall be repaired by the Contractor at no expense to NHCC Corporation.

- H. Equipment, furniture, etc. that will need to be moved by the Contractor for the work to proceed, will be moved back by the Contractor to its original location unless otherwise instructed by NHCC Corporation. All equipment, furniture, etc. must be free of any asbestos, lead or microbial contaminants prior to being moved back to their original location.
- I. The most recent edition of any relevant regulation, standard, document or code shall be in effect. Where conflicts among the requirements, or with these specifications exists, the most stringent requirements shall apply.
- J. The Contractor shall, after completion of the work and prior to receiving final payment for the work, submit a final compliance report to NHCC Corporation. This report shall, at a minimum, include: all waste manifests; all required worker submittals; copies of all OSHA required sampling; corporate asbestos handlers license; copy of NYSDOL project notification; copies of all applicable variances; copy of project notification; copies of all applicable variances; copy of project logbook; and, copies of current insurance certificates. All of the above must be provided to NHCC within 30 days of completion or as per exceptions noted otherwise in this document.

2.02 Applicable Standards Rules and Regulations

- A. Work activities shall be performed in accordance with all federal, state and local pertinent laws, rules and regulations, existing at the time of the work, including, but not limited to:
 - 1. OSHA General Industry-Asbestos Standard 29 CFR 1910.1001.
 - 2. OSHA Construction Industry-Asbestos Standard 29 CFR 1910.1101.
 - 3. OSHA Hazard Communication Standard 29 CFR 1910.1200.
 - 4. OSHA Respiratory Protection Standard 29 CFR 1910.134.
 - 5. OSHA Permit Required Confined Space Entry Program Standard 29 CFR 1910.146.
 - 6. OSHA The Control of Hazardous Energy (Lockout/Tagout) Standard 29 CFR 1910.147.
 - 7. New York State Industrial Code Rule 56, Et. Seq., covering complete specifications for all aspects of an asbestos abatement project. Where conflicts between other standards, rules and regulations exist, the most stringent shall apply. Where this document does not address particular issues, terms or items of abatement work, Industrial Code Rule 56 shall apply.

8. New York State Labor Law, Article 30, Et. Seq., requiring licensing of Contractors involved in the removal of ACM and certifications of asbestos workers associated with asbestos projects.
9. Title 10, Part 73, Et. Seq., of the New York Code of Rules and Regulations, provides for completion of an approved training course as a pre-requisite of certifications of an asbestos worker. All handlers and supervisors shall be New York State certified.
10. EPA 40 CFR Part 61, Et. Seq., and 40 CFR Part 763, Et. Seq., OSHA 29CFR Part 1910, Et. Seq., covering hazardous waste operations as well as 29 CFR Part 1926, Et. Seq.
11. Asbestos Hazard Emergency Response Act (AHERA), stated for guidance only.
12. Safe Asbestos Safety Act (SASA), stated for guidance only.
13. All applicable National Fire Prevention Administration (NFPA) Standards including, but not limited to NFPA 101 – Life Safety Code and NFPA 99.
14. EPA 40 CFR Part 61 General Provisions Sub Part A.
15. EPA 40 CFR Part 61 National Emission Standards Sub Part M – Asbestos.

2.03 Air Monitoring and Sampling

- A. Air monitoring, including pre-abatement/remediation, abatement/remediation and post-abatement/remediation, will be performed by NHCC Environmental Monitoring Consultant. Final clearance tests will be performed by NHCC Environmental Monitoring Consultant, after the Contractor indicates the work area is ready for use. The Contractor shall coordinate his work with NHCC Environmental Monitoring Consultant. NHCC Environmental Monitoring Consultant will be responsible for evaluating all projects prior to any NHCC approvals.
- B. The Contractor will be responsible for air monitoring and sampling for his/her employees as required by OSHA within the work site or contaminated area(s).

2.04 Other General Conditions

- A. Temporary Power and Lighting
 1. Where required, the Contractor shall contract with a licensed electrical subcontractor to provide temporary electrical power and lighting within containment areas. The temporary electrical service shall be taken from the building's electrical service outside the containment area being

worked on. The Contractor shall be responsible for any damages caused to NHCC electrical systems. Verify that all electrical outlets within any work area are de-energized prior to commencement of any remediation work.

2. Temporary electrical service (lighting, wiring, switches, outlets, etc.) for power and lighting shall be installed and maintained in accordance with the National Electrical Code, Occupational Safety and Health Administration (OSHA) regulations, Underwriters Laboratories requirements, state and local codes. Provide ground fault circuit interrupter (GFCI) protection for temporary electrical service in accordance with local codes.
3. The electrical sub-contractor shall provide circuits and receptacles for vacuums, power tools, and any other equipment required by the Contractor. Temporary power shall also be provided within the work areas for NHCC Environmental Monitoring Consultant's test equipment. The Contractor shall utilize GFCI and undamaged grounded extension cords within all work areas.
4. Temporary lighting shall consist of fixtures connected to ground fault protected temporary electrical service in sufficient quantities, as determined to be satisfactory by NHCC. Lighting shall properly illuminate the entire work area(s) during the entire workday. All temporary lighting shall be shut down from outside the work area after working hours unless otherwise directed by NHCC.
5. The Contractor shall take all precautions necessary to protect anyone entering the work area from all hazards involving the use of electricity in the presence of liquids.

B. Temporary Water

1. All connections to a building's water system, by the Contractor, shall be equipped with back flow protection and in accordance with any applicable local codes. All fittings, valves, hoses, etc., utilized shall be temperature and pressure rated for the project's conditions.
2. The Contractor shall be responsible for any damages caused to NHCC plumbing systems.

{END OF SECTION}

SECTION II

PAYMENT ITEMS

PART 1 – GENERAL

1.01 Basis of Payment

- A. The Contractor is advised that NHCC may use only one item of work or may use some quantities of all the Contract Items.
- B. As regards this Contract, the unit bid price for each item shall pertain in the event that only one unit is used or, if as example, 100 units are used.
- C. For each Work Order, the Contractor shall submit a written scope of work outlining in detail, the appropriate items and the estimated quantities of each. The proposal shall include the total cost, which is subject to revision depending on actual quantities entailed in the project. The Contractor will be paid on the basis described below. All payment vouchers shall be supported by adequate documentation that verifies that the costs were incurred by the Contractor. Invoices shall be presented to the NHCC Coordinator upon completion of maintenance and/or repairs with parts and labor prices listed separately. Invoices shall include
 - C.1 List price/cost
 - C.2 Discount/Mark Up
 - C.3 Final cost
 - C.4 Part number
 - C.5 Delivery order number
 - C.6 Name of individual who placed order
 - C.7 Labor billed at # of hours @ cost per hour and job title
- D. The Contractor shall be responsible for and shall include in its unit bid prices any and all fees or charges imposed by Federal, State and Local laws, rules and regulations applicable to the work specified herein.
- E. Unit bid prices shall include all costs necessary to perform the work described within the applicable work item including, but not limited to: labor, materials, equipment, disposal, insurance, filing fees, overhead, and, profit.
- F. The cost for Contractor's personnel air testing, in accordance with OSHA regulations, shall be included in the applicable work item unit bid price.
- G. The Contractor should note that each Work Order, and the Contractor's proposal for same, shall always include a minimum of two (2) bid items; the applicable unit bid price item plus the appropriate mobilization cost, dependent upon the quantity of material being abated. The only exception shall be when work is to be performed and payment made based upon force account bid items.

1.02 Definitions

- A. Minor Asbestos Project - An asbestos project involving the removal, disturbance, repair, encapsulation, enclosure or handling of ten (10) square feet or less of asbestos or asbestos material, or twenty-five (25) linear feet or less of asbestos or asbestos material.
- B. Small Asbestos Project - An asbestos project involving the removal, encapsulation, enclosure, or disturbance of friable asbestos, or any handling of more than ten (10) and less than one hundred sixty (160) square feet of asbestos or asbestos material or more than twenty-five (25) and less than two hundred sixty (260) linear feet of asbestos or asbestos material.
- C. Large Asbestos Project - An asbestos project involving the removal, disturbance, enclosure, encapsulation or handling of one hundred sixty (160) square feet or more of asbestos or asbestos material or two hundred sixty (260) linear feet or more of asbestos or asbestos material.

Item No. 1A – Mobilization for Minor Asbestos Project

- 1. Description – Under this item, the Contractor shall investigate, inspect, pay required fees, mobilize, set-up temporary utilities/services, construct personal and waste decons, construct critical barriers, provide/set-up negative air machines and demobilize, in accordance with the plans, specifications and as ordered by a NHCC Representative for a minor asbestos removal project.
- 2. Method of Measurement - The price bid for this item shall be per each minor asbestos project.
- 3. Basis of Payment – The price bid per each minor asbestos project shall include the cost of furnishing all labor, materials and equipment to complete the work as described above and in accordance with all applicable Federal, State and Local Codes, rules and regulation.

Item No. 1B – Mobilization for Small Asbestos Project

- 1. Description – Under this item, the Contractor shall investigate, inspect, pay required fees, mobilize, set-up temporary utilities/services, construct personal and waste decons, construct critical barriers, provide/set-up negative air machines and demobilize, in accordance with the plans, specifications and as ordered by NHCC Representative for a small asbestos removal project.
- 2. Method of Measurement – The price bid for this item shall be per each small asbestos project.
- 3. Basis of Payment – The price bid per each small asbestos project shall include the cost of furnishing all labor, materials and equipment to complete the work as

described above and in accordance with all applicable Federal, State and Local codes, rules and regulations.

Item No. 1C – Mobilization for Large Asbestos Project

1. Description – Under this item, the Contractor shall investigate, inspect, pay required fees, mobilize, set-up temporary utilities//services, construct personal and waste decons, construct critical barriers, provide/set-up negative air machines and de-mobilize, in accordance with the plans, specifications and as ordered by NHCC Representative for a large asbestos removal project.
2. Method of Measurement – The price bid for this item shall be per each large asbestos project.
3. Basis of Payment - The price bid per each large asbestos project shall include the cost of furnishing all labor, materials and equipment to complete the work as described above and in accordance with all applicable Federal, state and Local codes, rules and regulations.

Item No. 2A – Removal of Asbestos Containing Pipe Insulation

1. Description – Under this item, the Contractor shall remove, and dispose of, asbestos containing pipe insulation in accordance with the plans, specifications and as ordered by NHCC Corporation Representative. This item includes all diameter piping and insulation.
2. Method of Measurement – The quantity of asbestos pipe insulation removed for this item shall be calculated by the following method:

$$Q = (22/7) \times D_o \times L_p$$

Where: Q is the total pipe insulation removed expressed in square feet.
D_o is the outside diameter of the pipe insulation expressed in feet.
L_p is the length of pipe insulation removed expressed in feet.

3. Basis of Payment – The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work in accordance with all applicable Federal, State and Local codes, rules and regulations. This includes: preparing the work area (pre-cleaning, plastizing of walls, floors and ceilings, etc.); monitoring the work activities (supervision, personal air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).

Item No. 2B – Re-insulation of Piping

1. Description – Under this item, the Contractor shall install non-asbestos containing pipe insulation in accordance with the plans, specifications and as ordered by NHCC Representative. This item includes all diameter piping and insulation.

2. Method of Measurement – The quantity of pipe insulation installed for this item shall be calculated by the following method:

$$Q = (22/7) \times D_o \times L_p$$

Where: Q is the total pipe insulation removed expressed in square feet.
D_o is the outside diameter of the pipe insulation expressed in feet.
L_p is the length of pipe insulation removed expressed in feet.

3. Basis of Payment – The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work in accordance with all applicable Federal, State and Local codes, rules and regulations.

Item No. 3A – Removal of Asbestos Containing Boiler, Breeching, Uptake and Tank Insulation

1. Description – Under this item, the Contractor shall remove, and dispose of, asbestos containing boiler, breeching, uptake and tank insulation (including calcium silicate block) in accordance with the plans, specifications and as ordered by NHCC Corporation Representative.
2. Method of Measurement – The quantity of asbestos boiler and tank insulation removed for this item shall be calculated by the following method:

$$Q = S \times (W \times H)$$

Where: Q is the total insulation removed expressed in square feet.
S is the number of boiler/tank surfaces (i.e. sides).
W is the width of a single surface expressed in feet.
H is the height of a single surface expressed in feet.

3. Basis of Payment – The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work in accordance with all applicable Federal, State and Local codes, rules and regulations. This includes: preparing the work area (pre-cleaning, plastizing of walls, floors and ceilings, etc.); monitoring the work activities (supervision, personal air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).

Item No. 3B – Reinsulation of Boilers, Breeching, Uptake and Tanks

1. Description – Under this item, the Contractor shall install non-asbestos containing boiler, breeching, uptake and tank insulation (including calcium silicate block) in accordance with the plans, specifications and as ordered by NHCC Representative.
2. Method of Measurement – The quantity of boiler, breeching, uptake and tank insulation installed for this item shall be calculated by the following method;

$$Q = S \times (W \times H)$$

Where: Q is the total insulation removed expressed in square feet.
S is the number of boiler/tank surfaces (i.e. sides).
W is the width of a single surface expressed in feet.
H is the height of a single surface expressed in feet.

Basis of Payment – The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work in accordance with all applicable Federal, State and Local codes, rules and regulations.

Item No. 4A – Removal of Asbestos Containing Duct Insulation

1. Description – Under this item, the Contractor shall remove, and dispose of, asbestos containing duct insulation in accordance with the plans, specifications and as ordered by NHCC Representative.
2. Method of Measurement – The quantity of asbestos duct insulation removed for this item shall be calculated by the following method:

Round Duct: $Q = (22/7) \times D_o \times L_p$
Rectangular Duct: $Q = (2W + 2H) \times L_p$

Where: Q is the total pipe/duct insulation expressed in square feet.
 D_o is the outside diameter of the pipe insulation expressed in feet.
 L_p is the length of pipe /duct insulation removed expressed in feet.
W is the width of the duct insulation expressed in feet.
H is the height of the duct insulation expressed in feet.

3. Basis of Payment – The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work in accordance with all applicable Federal, State and Local codes, rules and regulations. This includes: preparing the work area (pre-cleaning, plastizing of walls, floors and ceilings, etc.); monitoring the work activities (supervision, personal air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).

Item No. 4B – Reinsulation of Ducts

1. Description – Under this item, the Contractor shall install non-asbestos containing duct insulation in accordance with the plans, specifications and as ordered by NHCC Representative.
2. Method of Measurement – The quantity of duct insulation installed for this item shall be calculated by the following method:

Round Duct: $Q = (22/7) \times D_o \times L_p$

Rectangular Duct: $Q = (2W + 2H) \times L_p$

Where: Q is the total pipe/duct insulation expressed in square feet.
D_o is the outside diameter of the pipe insulation expressed in feet.
L_p is the length of pipe /duct insulation removed expressed in feet.
W is the width of the duct insulation expressed in feet.
H is the height of the duct insulation expressed in feet.

3. Basis of Payment – The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work in accordance with all applicable Federal, State and Local codes, rules and regulations.

Item No. 5A – Removal of Asbestos Containing Sprayed-On Fire and Sound Proofing

1. Description – Under this item, the Contractor shall remove, and dispose of asbestos containing sprayed-on fire and sound proofing, in accordance with the plans, specifications and as ordered by NHCC Representative.
2. Method of Measurement - The quantity of asbestos containing material removed for this item shall be calculated by the following method:

$$Q = L \times W$$

Where: Q is the total asbestos removed expressed in square feet.
L is the length of the area to be removed expressed in feet.
W is the width of the area to be removed expressed in feet.

1. Basis of Payment – The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work in accordance with all applicable Federal, State and Local codes, rules and regulations. This includes: preparing the work area (pre-cleaning, plastizing of walls, floors and ceilings, etc.); monitoring the work activities (supervision, personal air monitoring, etc.); removal of asbestos containing material; and; post work activities (final cleaning, waste disposal, etc.).

Item No. 5B – Reapplication of Spray-On Fireproofing

1. Description – Under this item, the Contractor shall install non-asbestos containing spray-on fire proofing in accordance with the plans, specifications and as ordered by NHCC Representative. New SOFP to be colored to differentiate non-asbestos SOFP from existing/original SOFP.
2. Method of Measurement – The quantity of spray-on fireproofing installed for this item shall be calculated by the following method:

$$Q = L \times W$$

Where: Q is the total fire proofing expressed in square feet.
L is the length of the application area expressed in feet.
W is the width of the application area expressed in feet.

Basis of Payment – The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work in accordance with all applicable Federal, State and Local codes, rules and regulations.

Item No. 5C – Installation of Acoustic Panels

1. Description – Under this item, the Contractor shall install non-asbestos containing Acoustic Panels in accordance with the plans, specifications and as ordered by NHCC Representative.
2. Method of Measurement – The quantity of acoustic panels installed for this item shall be calculated by the following method:

$$Q = n \times L \times W$$

Where: Q is the total area of acoustic panels expressed in square feet.
n is the total number of acoustic panels installed.
L is the length of a single acoustic panel expressed in feet.
W is the width of a single acoustic panel expressed in feet.

Basis of Payment – The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work in accordance with all applicable Federal, State and Local codes, rules and regulations.

Item No. 6A – Removal of Asbestos Containing Plaster

1. Description – Under this item, the Contractor shall remove, and dispose of, asbestos containing plaster, including wire lath, in accordance with the plans, specifications and as ordered by NHCC Representative.
2. Method of Measurement – The quantity of asbestos containing plaster removed for this item shall be calculated by the following method:

$$Q = L \times W$$

Where: Q is the total asbestos plaster removed expressed in square feet.
L is the length of the area to be removed expressed in feet.
W is the width of the area to be removed expressed in feet.

3. Basis of Payment – The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work in accordance with all applicable Federal, State and Local codes, rules and regulations. This includes: preparing the work area (pre-cleaning, plastizing of walls, floors and ceilings, etc.); monitoring the work activities (supervision, personal air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).

Item No. 6B – Repair, Patching and Sealing of Asbestos Containing Plaster

1. Description – Under this item, the Contractor shall repair, patch and seal, and dispose of debris, asbestos containing plaster, including wire lath, in accordance with the plans, specifications and as ordered by NHCC Representative.

2. Method of Measurement – The quantity of asbestos containing plaster repaired, patched and sealed for this item shall be calculated by the following method:

$$Q = L \times W$$

Where: Q is the total asbestos plaster sealed expressed in square feet.
L is the length of the area to be sealed expressed in feet.
W is the width of the area to be sealed expressed in feet.

3. Basis of Payment – The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work in accordance with all applicable Federal, State and Local codes, rules and regulations. This includes: preparing the work area (pre-cleaning, plastizing of walls, floors and ceilings, etc.); monitoring the work activities (supervision, personal air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).

Item No. 7A – Removal of Asbestos Containing Floor Tiles

1. Description – Under this item, the Contractor shall remove, and dispose of, asbestos containing floor tiles, including glue and mastic, in accordance with the plans, specifications and as ordered by NHCC Representative.
2. Method of Measurement – The quantity of asbestos containing floor tiles removed for this item shall be calculated by the following method:

$$Q = L \times W$$

Where: Q is the total asbestos tiles removed expressed in square feet.
L is the length of the area to be removed expressed in feet.
W is the width of the area to be removed expressed in feet.

3. Basis of Payment – The price bid per cubic yard for this item shall include the cost of furnishing all labor, materials and equipment to complete the work in accordance with all applicable Federal, State and Local codes, rules and regulations. This includes: preparing the work area (pre-cleaning, plastizing of walls, floors and ceilings, etc.); monitoring the work activities (supervision, personal air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).

Item No. 7B – Removal of Asbestos Containing Transite Panels

1. Description – Under this item, the Contractor shall remove, and dispose of, asbestos containing transite panels in accordance with the plans, specifications and as ordered by NHCC Representative.

2. Method of Measurement – The quantity of asbestos containing transite panels removed for this item shall be calculated by the following method:

$$Q = L \times W$$

Where: Q is the total area of panels removed expressed in square feet.
L is the length of the area to be removed expressed in feet.
W is the width of the area to be removed expressed in feet.

3. Basis of Payment – The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work in accordance with all applicable Federal, State and Local codes, rules and regulations. This includes: preparing the work area (pre-cleaning, plastizing of walls, floors and ceilings, etc.); monitoring the work activities (supervision, personal air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).

Item No. 8A – Removal of Asbestos Containing Roofing Systems

1. Description – Under this item, the Contractor shall remove, and dispose of, asbestos containing roofing systems, including mastic, flashing, roofing plys/felt and roofing membranes, in accordance with the plans, specifications and as ordered by NHCC representative. This items also includes the requirement for providing temporary roof covering.
2. Method of Measurement – The quantity of asbestos containing roofing material removed for this item shall be calculated by the following method:

$$Q = L \times W$$

Where: Q is the total asbestos roof removed expressed in square feet.
L is the length of the area to be removed expressed in feet.
W is the width of the area to be removed expressed in feet.

NOTE: If multiple roofing systems (layers) are encountered, the measurement of the quantity of the additional layers will be as described above and payment for the additional layers will be at fifty (50) percent of the unit price bid.

3. Basis of Payment – The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work in accordance with all applicable Federal, State and Local codes, rules and regulations. This includes: preparing the work area (pre-cleaning, plastizing of walls, floors and ceilings, etc.); monitoring the work activities (supervision, personal air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).

Item No. 9A – Removal of Asbestos Containing Brick, Block, Mortar, Cement and Concrete

1. **Description** – Under this item, the Contractor shall remove, and dispose of, asbestos containing brick, block, mortar, cement and concrete, including wire lath and supporting structures, in accordance with the plans, specifications and as ordered by NHCC Representative.
2. **Method of Measurement** – The quantity of asbestos containing brick block, mortar, cement, and concrete removed for this item shall be calculated by the following method:

$$Q = L \times H \times d$$

Where: Q is the total asbestos material removed expressed in cubic feet.
L is the length of the area to be removed expressed in feet.
H is the height of the area to be removed expressed in feet.
d is the depth (thickness) of the area removed expressed in feet.

3. **Basis of Payment** – The price bid per cubic foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work in accordance with all applicable Federal, State and Local codes, rules and regulations. This includes: preparing the work area (pre-cleaning, plastizing of walls, floors and ceilings, etc.); monitoring the work activities (supervision, personal air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).

Item No. 10A – Pick-up and Disposal of Gross Asbestos Contaminated Debris
(Excluding waste generated from Items 1A through 9A)

1. **Description** – Under this item, the Contractor shall clean, pick-up (load) and dispose of gross asbestos containing debris, including High Efficiency Particulate Air (HEPA) vacuuming and wet wiping of surfaces, in accordance with the plans, specifications and as ordered by NHCC Representative.
2. **Method of Measurement** – The quantity of gross asbestos containing debris cleaned, picked-up and disposed of for this item shall be calculated by filling (loading) standard waste containers of known volume, expressed in cubic yards, and multiplying the unit bid price by the container(s) volume.
3. **Basis of Payment** – The price bid per square foot for this item shall include the cost of furnishing all labor, materials and equipment to complete the work in accordance with all applicable Federal, State and Local codes, rules and regulations. This includes: preparing the work area (pre-cleaning, plastizing of walls, floors and ceilings, etc.); monitoring the work activities (supervision, personal air monitoring, etc.); removal of asbestos containing material; and, post work activities (final cleaning, waste disposal, etc.).

Item No. 11A – Asbestos Abatement Force Account Work

1. Description – If there are not applicable unit prices for a particular type of asbestos abatement work to be performed under this contract, the Contractor shall proceed with the performance of the work on a Force Account basis.
2. Method of Measurement – If no such applicable unit prices are set forth for the work, the cost will be determined by the actual and reasonable cost to the Contractor of necessary materials and the wages of applied labor plus an overhead and profit percentage.
3. Basis of Payment – Force Account work is to be compensated in the following manner:
 - A. Labor
 1. The Contractor shall pay wages as in effect per New York State Department of Labor schedule of prevailing wage rates and supplemental benefits as indicated in this Contract.
 2. Total labor costs shall include Workmen's Compensation Insurance, public liability and property damage insurance, unemployment insurance, required Federal benefits and other payroll taxes and payments required to be made to labor organizations under existing labor agreements.
 3. All labor costs shall be substantiated by evidence submitted by the Contractor and found acceptable by NHCC.
 - B. Material
 1. The Contractor shall be paid for the actual cost of necessary materials, exclusive of sales tax, delivered to the job site for the performance of the work.
 - C. Subcontractors
 1. The labor and materials of subcontractors will be paid for on the same basis as for the Contractor. The Contractor may add ten (10) percent to the total of the subcontractor's labor and material cost as remuneration for administration.
 2. Only subcontractors which have received prior approval by NHCC shall be used in the execution of the Contractor's work.
 - D. Equipment
 1. Payment for the use of construction equipment (exclusive of hand tools and minor equipment), with the prior approval of NHCC for use, which

is owned by the Contractor, will be paid for at the rate published in the Rental Rate Blue Book, exclusive of sales tax.

2. Payment for equipment which is rented (exclusive of hand tools and minor equipment), with the prior approval of NHCC for use, will be paid for on the basis of submittal of an original paid invoice, including sales tax as may be required by law.

E. Overhead and Profit

1. No more than fifteen (15) percent of the total of material and labor costs as specified in the foregoing paragraphs as compensation for profit and overhead.
2. This includes all items of profit and all other costs or expenses, including administration, overhead, fees, superintendence, other required insurance, minor equipment, etc.

- F. The Contractor shall furnish satisfactory proof of all labor performed, materials furnished and equipment used in the performance of the Force Account work. Original invoices must be submitted to support all requests for payment.

Item No. 12A – Lead Abatement Force Account Work

1. Description – If there are no applicable unit prices for a particular type of lead abatement work to be performed under this contract, the Contractor shall proceed with the performance of the work on a Force Account basis.
2. Method of Measurement – If no such applicable unit prices are set forth for the work, the cost will be determined by the actual and reasonable cost to the Contractor of necessary materials and the wages of applied labor plus an overhead and profit percentage.
3. Basis of Payment – Force Account work is to be compensated in the following manner:

A. Labor

1. The Contractor shall pay wages as in effect per New York State Department of Labor schedule of prevailing wage rates and supplemental benefits as indicated in this Contract.
2. Total labor costs shall include Workmen's Compensation Insurance, public liability and property damage insurance, unemployment insurance, required Federal benefits and other payroll taxes and payments required to be made to labor organizations under existing labor agreements.

3. All labor costs shall be substantiated by evidence submitted by the Contractor and found acceptable by NHCC.
- B. Material
1. The Contractor shall be paid for the actual cost of necessary materials, exclusive of sales tax, delivered to the job site for the performance of the work.
- C. Subcontractors
1. The labor and materials of subcontractors will be paid for on the same basis as for the Contractor. The Contractor may add ten (10) percent to the total of the subcontractor's labor and material cost as remuneration for administration.
 2. Only subcontractors which have received prior approval by NHCC shall be used in the execution of the Contractor's work.
- D. Equipment
1. Payment for the use of construction equipment (exclusive of hand tools and minor equipment), with the prior approval of NHCC for use, which is owned by the Contractor, will be paid for at the rate published in the Rental Rate Blue Book, exclusive of sales tax.
 2. Payment for equipment which is rented (exclusive of hand tools and minor equipment), with the prior approval of NHCC for use, will be paid for on the basis of submittal of an original paid invoice, including sales tax as may be required by law.
- E. Overhead and Profit
1. No more than fifteen (15) percent of the total of material and labor costs as specified in the foregoing paragraphs as compensation for profit and overhead.
 2. This includes all items of profit and all other costs or expenses, including administration, overhead, fees, superintendence, other required insurance, minor equipment, etc.
- F. The Contractor shall furnish satisfactory proof of all labor performed, materials furnished and equipment used in the performance of the Force Account work. Original invoices must be submitted to support all requests for payment.

Item No. 13A – Microbial Remediation Force Account Work

1. Description – If there are not applicable unit prices for a particular type of microbial remediation work to be performed under this contract, the Contractor shall proceed with the performance of the work on a Force Account basis.

2. Method of Measurement – If no such applicable unit prices are set forth for the work, the cost will be determined by the actual and reasonable cost to the Contractor of necessary materials and the wages of applied labor plus an overhead and profit percentage.

3. Basis of Payment – Force Account work is to be compensated in the following manner:

A. Labor

1. The Contractor shall pay wages as in effect per New York State Department of Labor schedule of prevailing wage rates and supplemental benefits as indicated in this Contract.
2. Total labor costs shall include Workmen's Compensation Insurance, public liability and property damage insurance, unemployment insurance, required Federal benefits and other payroll taxes and payments required to be made to labor organizations under existing labor agreements.
3. All labor costs shall be substantiated by evidence submitted by the Contractor and found acceptable by NHCC.

B. Material

1. The Contractor shall be paid for the actual cost of necessary materials, exclusive of sales tax, delivered to the job site for the performance of the work.

C. Subcontractors

1. The labor and materials of subcontractors will be paid for on the same basis as for the Contractor. The Contractor may add ten (10) percent to the total of the subcontractor's labor and material cost as remuneration for administration.
2. Only subcontractors which have received prior approval by NHCC shall be used in the execution of the Contractor's work.

D. Equipment

1. Payment for the use of construction equipment (exclusive of hand tools and minor equipment), with the prior approval of NHCC for use, which is owned by the Contractor, will be paid for at the rate published in the Rental Rate Blue Book, exclusive of sales tax.
2. Payment for equipment which is rented (exclusive of hand tools and minor equipment), with the prior approval of NHCC for use, will be paid

for on the basis of submittal of an original paid invoice, including sales tax as may be required by law.

E. Overhead and Profit

1. No more than fifteen (15) percent of the total of material and labor costs as specified in the foregoing paragraphs as compensation for profit and overhead.
2. This includes all items of profit and all other costs or expenses, including administration, overhead, fees, superintendence, other required insurance, minor equipment, etc.

F. The Contractor shall furnish satisfactory proof of all labor performed, materials furnished and equipment used in the performance of the Force Account work. Original invoices must be submitted to support all requests for payment.

1.03 Requests for Payment

A. Payment will be on a work order basis after completion of all work specified therein, or on a monthly basis, subject to the approval of NHCC. The Contractor shall prepare an invoice describing the work done and detailing the applicable quantities and extending the applicable unit bid prices. All costs shall be attested to by a principal of the Contractor's firm. Equipment rentals and material purchases must be supported by original paid invoices secured by the Contractor. With regard to hazardous material disposal, an original copy of the manifest and proof of proper disposal will be required. When approved by NHCC, the invoice shall be processed for payment.

Item No. 14 –Related Labor Services

1. Description – under this item, the Contractor may perform additional services related to the execution of this contract. Services may include, but are not limited to, assisting NHCC and NHCC consultants in operations in asbestos environments, assisting NHCC with work, maintenance, and repairs in asbestos environments.
2. The basis of payment will be a labor rate per ¼ hour, ½

{END OF SECTION}

SECTION III

ASBESTOS ABATEMENT

PART 1 - GENERAL

1.01 Work Covered

- A. The Project consists of the removal and/or encapsulation of various building components that are determined to be an asbestos containing material (ACM).

1.02 Work Included

- A. Furnish all labor, material, supervision, tools and equipment necessary to perform the following:
1. Abatement of all ACM hazards and removal of all waste generated by abatement activities from within the work zones in accordance with all applicable rules and regulations. Such abatement work may include, but is not limited to: vinyl asbestos tile (VAT) and mastic; thermal system insulation; and, roofing materials.
 2. Provisions of continuous on-site supervision by personnel licensed and knowledgeable in all aspects of ACM abatement and disposal.
 3. Provisions and maintenance of environmental and personnel protective measures, equipment and procedures at the Work site.
 4. Packaging, transport and disposal of all waste generated through ACM abatement activities.

1.03 Contractors Use of Premises

- A. Use of the Site: Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
- B. Perform the Work so as not to interfere with NHCC operations.
- C. The Contractor shall be required to provide advance notice of at least twenty-four (24) hours to all building occupants before beginning abatement activities.

1.04 Submittals

- A. Contractor shall submit to NHCC a copy of his Standard Operating Procedure (SOP) for the abatement of ACM. The SOP shall include:
1. Work procedures to minimize exposure to ACM and the release of fibers.
 2. Methods for securing the work area to prevent unauthorized entry.

3. Types of protective clothing and respiratory equipment to be utilized during abatement activities.
 4. Description of safe work practices, including the exclusion of eating, drinking, and smoking within the work area.
 5. Description of methods for packing, labeling, loading, transporting, documenting, and disposing of hazardous/contaminated materials.
 6. Description of emergency evacuation procedures.
- B. Prior to the start of any work, the Contractor shall submit to NHCC a copy of his/her New York State Asbestos Handling License and a copy of the New York State Supervision Certificate for the Contractor's responsible official.
- C. During abatement activities, Contractor shall maintain a Security and Safety Log showing the names of persons entering the work area, date and time of entry and exit, record of any accidents, emergency evacuation and other safety or health related incidents.
- D. Contractor shall maintain records of OSHA required Personal Air Samples.
- E. Within ten (10) days of removal from the premises, the Contractor shall submit to NHCC, the disposal certificate(s) from the disposal site(s) receiving the Project Waste, stating dates and quantities received.
- F. Room Inspection: The Contractor shall inspect all areas in which Work is to be performed, Inspection shall occur in the presence of representatives of NHCC. Record any existing damage to components, such as walls, doors, windows, carpeting, fixtures, and equipment. Any damaged components found after completion of Work will be repaired at the Contractor expense. Make arrangements for the inspection, notify the participants, record the findings, and issue minutes of the inspection to all participants.

1.05 Quality Assurance

- A. Where methods or procedures are specified, they shall constitute minimum measures and shall in no way relieve the Contractor of sole responsibility for the means, methods, techniques, sequences, or safety measures in connection with the Work.

1.06 Applicable Standards, Rules and Regulations

- A. All abatement activities shall be performed in accordance with Industrial Code Rule 56, Et .Seq., as amended, effective November 9, 1994. Where conflicts between other standards, rules and regulations exist, the most stringent shall apply. Where this document does not address particular issues, terms or items of abatement work, Industrial Code Rule 56 shall apply.

- B. Perform all Work in compliance with the most current version of all pertinent laws, rules, and regulations, existing at the time of Work, including, but not limited to:
1. New York State Labor Law, Article 30, Et. Seq., requiring licensing of Contractors involved in the removal of ACM and certification of asbestos workers associated with asbestos projects.
 2. Title 10, Part 73, Et. Seq., of the New York Code of Rules and Regulations, provides for completion of an approved training course as a pre-requisite of certifications of an asbestos worker. All handlers and supervisors shall be New York Department of Environmental Protection certified.
 3. Industrial Code Rule 56, Et. Seq., as amended, effective November 9, 1994, covering complete specifications for all aspects of an asbestos abatement project.
 4. EPA 40 CFR Part 61, Et. Seq., and 40 CFR Part 763, Et. Seq., OSHA 29 CFR Part 1910, Et. Seq, covering hazardous waste operations as well as 29 CFR Part 1926, Et. Seq.
 5. Asbestos Hazard Emergency Response Act (AHERA), stated for guidance only.
 6. Safe Asbestos Safety Act (SASA), stated for guidance only.

PART 2 – EXECUTION

2.01 General Requirements

- A. Satisfy all Worker protection requirements in accordance with all applicable Federal, State and Local rules and regulations.
- B. Provide protective work clothing and equipment for use by Workers and designated representatives of NHCC including disposable full body coveralls, nonskid disposable footwear, respirators and approved cartridges, gloves, hard hats, goggles, change areas, and hand washing facilities.

2.02 Work Zone Isolation and Signage

- A. Contractor shall coordinate securing of the work area with NHCC during demolition and asbestos abatement. Work area entrances and exists shall be secured by the Contractor. Only the Contractor and NHCC shall be allowed in the removal areas. Anyone entering the work area shall don appropriate respiratory protection and disposable coveralls.
- B. Outside of the perimeter barrier and at all entrances and exits to the Work Zone, the Contractor shall post signs at such a distance from the area that an employee will read these signs before entering the areas. The signs shall read as follows:

WARNING
ASBESTOS ABATEMENT WORK AREA
DO NOT ENTER
NO SMOKING OR EATING

2.03 Decontamination

- A. Construct and operate the Personnel and Waste Decontamination Enclosure Systems in conformance with all applicable rules and regulation. Locate decontamination units outside of the Work Zone. The decontamination units shall be lockable for securing during non-working hours.
- B. Materials used for construction of Decontamination Enclosure shall consist of metal studs, double 5/8" thick fire rated sheetrock. All seams must be taped and spackled. Outer covering must be a minimum of 6-mil fire rated polyethylene sheeting.

2.04 Work Area Ventilation

- A. Work area ventilation shall be as specified by Industrial Code 56.

2.05 Work Methods: General Conditions

- A. Power tools used to drill, cut, or otherwise disturb asbestos material shall be equipped with HEPA filtered local exhaust ventilation.
- B. Provide temporary security and weatherproof protection to insure against damage by leaks or the elements where openings are made in roofs. Temporary protection shall not be removed until the openings are properly sealed against the weather and elements with new work.
- C. For asbestos material dropped distances greater than ten (10) feet, dust tight, enclosed, inclined chutes shall be used.

2.06 Daily Cleaning

- A. Clean-up of loose material shall be performed in direct conjunction with abatement activities. In no case shall there be any loose material present at the start or close of each work period.
- B. Accumulations of dust shall be cleaned off all surfaces on a daily basis using HEPA vacuum and/or wet cleaning methods.
- C. Decontamination enclosures shall be HEPA vacuumed and/or wet cleaned at the end of each work shift.

2.07 Final Cleaning

- A. Final cleaning shall be in accordance with all applicable requirements of Industrial Rule 56.

2.08 Clearance Inspection

- A. Clearance Inspection shall be in accordance with all applicable requirements of Industrial Rule 56.

2.09 Waste Disposal

- A. Contractor shall follow all Federal, State and Local regulations for the handling and disposal of construction and demolition debris.
- B. Contractor is responsible for evaluating all categories of waste produced by any Asbestos Abatement activities to determine which types are hazardous.
 - 1. Contractor shall comply with all Federal, State and Local Regulations governing hazardous waste transport and disposal.
 - 2. Contractor shall complete hazardous waste manifests for all hazardous waste removed from the project site.
 - 3. Final manifests and receipts, signed by the Contractor, transporter and Hazardous Waste Treatment, Storage and Disposal (TSD) facility, must be provided to NHCC within (10) days of removal of waste from the site.

{END OF SECTION}

SECTION IV

LEAD ABATEMENT

PART 1 – GENERAL

1.01 Work Covered

- A. The Project consists of the removal and/or encapsulation of various building components that are determined to be a lead containing material (LCM).

1.02 Work Included

- A. Furnish all labor, material, supervision, tools and equipment necessary to perform the following:
 - 1. Abatement of all LCM hazards and removal of all waste generated by abatement activities from within the work zones in accordance with all applicable rules and regulations.
 - 2. Provisions of continuous on-site supervision by personnel licensed and knowledgeable in all aspects of LCM abatement and disposal.
 - 3. Provisions and maintenance of environmental and personnel protective measures, equipment and procedures at the Work site.
 - 4. Packaging, transport and disposal of all waste generated through LCM Abatement activities.

1.03 Contractors Use of Premises

- A. Use of the Site: Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
- B. Perform the Work so as not to interfere with NHCC operations.
- C. The Contractor shall be required to provide advance notice of at least twenty-four (24) hours to all building occupants before beginning abatement activities.

1.04 Submittals

- A. The following items shall be submitted to NHCC for review prior to the commencement of Work:
 - 1. New York State: Any forms required by the State of New York for abatement of LCM.
 - 2. Lead Containing Material abatement Plan: Submit as a written report.

3. Contractor's Certification: Any required documentation confirming licensing by New York State Department of Labor for Lead Abatement Work.
 4. Contractor's Compliance Programs: Submit a copy of the following:
 - a) Company's written respiratory protection and medical surveillance program as per 29 CFR 1910.1025 and 1926.62.
 - b) Company's written compliance program for lead abatement.
 - c) Company's written Hazard Communication Program.
 5. Worker Licensing: Copies of the EPA certificates and New York State Department of Labor Lead Abatement Worker Certificates for all employees performing the Work.
 6. Disposal Site: Submit documentation that all required permits, disposal site locations, and arrangements for transportation and disposal of lead contaminated waste have been obtained. Submit a written description and blank log forms for contractor's waste manifest system.
 7. Room Inspection: Inspect all areas in which Work is to be performed. Inspection shall occur in the presence of representatives of NHCC. Record any existing damage to components, such as walls, doors, windows, carpeting, fixtures, and equipment. Any damaged components found after completion of Work will be repaired at the Contractor expense. Make arrangements for the inspection, notify the participants, record the findings, and issue minutes of the inspection to all participants.
- B. Within ten (10) days of removal from the premises, submit to NHCC the disposal certificate(s) from the disposal site(s) receiving the Project Waste, stating dates and quantities received.
- C. During abatement activities, Contractor shall maintain a Security and Safety Log showing the names of persons entering the work area, date and time of entry and exit, record of any accidents, emergency evacuation and other safety or health related incidents.

1.05 Quality Assurance:

- A. Where methods or procedures are specified, they shall constitute minimum measures and shall in no way relieve the Contractor of sole responsibility for the means, methods, techniques, sequences, or safety measures in connection with the Work.

1.06 Applicable Standards, Rules and Regulations:

- A. Perform all Work in compliance with the most current version of all pertinent laws, rules, and regulations, existing at the time of Work, including, but not limited to:

1. Code of Federal Regulations
 - a. Title 29 CFR Parts 1910.1025 and 1926.62;
{The Occupational Safety and Health (OSHA) Standards}
 - b. Title 40 CFR Part 262;
{The Resource Conservation and Recovery Act}
 - c. Title 24 CFR Part 35;
{The Lead-Based Paint Hazard Elimination; Proposed Rule}
 - d. Title 49 CFR Parts 106, 107, and 171 – 179;
{The Transportation Safety act of 1974 and the Hazardous Material Transportation Act}
 2. New York State Official Compilation of Codes, Rules and Regulations.
 - a. Title 10 NYCRR, Section 206, subpart 67.
{The Lead Poisoning and Prevention Act}
 3. Applicable Standards
 - a. The American National Standard Institute (ANSI) Practices for Respiratory Protection ANSI Z88.2-1980.
 - b. The American National Standard Institute (ANSI) Fundamentals Governing the design and Operation of Local Exhaust System.
 - c. UL 586 Test Performance of HEPA Filter Units.
- B. In the event there is a conflict between these provisions, the most stringent one shall apply.

PART 2 – EXECUTION

2.01 General Requirements

- A. Satisfy all Worker protection requirements in accordance with all applicable Federal, State and Local rules and regulations, including OSHA 29 CFR Part 1926.62
- B. Provide protective work clothing and equipment for use by Workers and designated representatives of NHCC including disposable full body coveralls, nonskid disposable footwear, respirators and approved cartridges, gloves, hard hats, goggles, change areas, and hand washing facilities.

2.02 Work Zone Isolation and Signage

- A. Contractor shall coordinate securing the work area with NHCC during demolition and lead abatement. Work area entrances and exists shall be secured by the contractor.

Only the Contractor and NHCC shall be allowed in the removal areas. Anyone entering the work area shall don appropriate respiratory protection and disposable coveralls.

- B. Outside of the perimeter barrier and at all entrances and exits to the Work Zone, post signs at such a distance from the area that an employee will read these signs before entering the areas. The signs shall read as follows:

WARNING

LEAD ABATEMENT WORK AREA

DO NOT ENTER

NO SMOKING OR EATING

2.03 Decontamination

- A. Construct and operate the Personnel and Waste Decontamination Enclosure Systems in conformance with all applicable rules and regulations. Locate decontamination units outside of the Work Zone. The decontamination units shall be lockable for securing during non-working hours.
- B. Materials used for construction of Decontamination Enclosure shall consist of metal studs, double 5/8" thick fire rated sheetrock. All seams must be taped and spackled. Outer covering must be a minimum of 6-mil fire rated polyethylene sheeting.

2.04 Work Area Ventilation

- A. Provide and utilize portable HEPA filtered exhaust units for localized ventilation during abatement activities. The Exhaust units shall be in such a number or be rated to ensure that four air changes per hour are provided in the work area, where specified, exhaust units outside the building.

2.05 Work Methods: General Considerations

- A. The following removal procedures shall not be used:
 - 1. Open flame burning.
 - 2. Heat guns operating over 1100°F.
 - 3. Un-contained sanding or sand blasting.
 - 4. Methylene Chloride Strippers or other non-approved chemical strippers.
 - 5. Use of powered paint removers without HEPA vacuum attachments.

2.06 Daily Cleaning

- A. At the end of each workday, rooms or areas in which abatement is performed shall be HEPA vacuumed and wet mopped with all loose debris picked up and properly contained.
- B. Contractor shall clean all floor surfaces in work areas where abatement work was performed during the day. The use of non-HEPA filtered equipped vacuums is strictly prohibited.
- C. Decontamination enclosures shall be HEPA vacuumed and/or wet cleaned at the end of each work shift.

2.07 Final Cleaning

- A. Upon completion of all abatement activities, all waste materials shall be removed from the work area.
- B. After waste has been removed, the following cleaning sequence shall be followed. Contractor shall pay particular attention to problem areas such as room corners, crevices, HVAC grills and ducts, windowsills, sashes and wells.
 - 1. First Cleaning: HEPA vacuum all surfaces (including materials used to isolate the work area, i.e. – polyethylene sheets) starting from the ceiling and working down, clean all surfaces using an approved cleaning solution. Change solution after cleaning each room to prevent spread of contamination.
 - 2. Upon completion of the first cleaning, contractor shall perform a preliminary inspection of the work area. If any visible dust or debris is observed, the contractor shall repeat the first cleaning procedure.
 - 3. Second Cleaning: After allowing all surfaces to dry after the first cleaning, the contractor shall remove all equipment and materials from the work area. HEPA vacuum and then clean all surfaces a second time using approved cleaning solution.
 - 4. Upon completion of second cleaning, request a clearance inspection by NHCC Corporation.
 - 5. All sponges, rags, mopheads and other materials used in the cleanup must be properly disposed of with other lead contaminated abatement debris.

2.08 Clearance Inspection

- A. Contractor shall notify NHCC a minimum of forty-eight (48) hours in advance of time clearance inspection is required.

- B. NHCC will perform a visual inspection of the work area to determine if the prescribed cleaning is complete. If the work area is not found to be visually clean, the Contractor shall be instructed to reclean the entire work area or the problem areas, at NHCC discretion.
- C. If the work area is found to be visually clean, NHCC shall conduct clearance wipe tests in accordance with all regulations and standards of care.
- D. Clearance wipe samples shall be less than the following levels or background levels, whichever is lower, before the area shall be accepted by NHCC.
 - 1. Floors: 200 ug/ft²
 - 2. Window Sills: 500 ug/ft²
 - 3. Window Wells: 800 ug/ft²
- E. If any of the residual lead levels exceed the clearance criteria, the work area or problem area shall be cleaned again and retested until the clearance criteria are met.
- F. Any additional costs incurred by NHCC due to additional sampling because of clearance test failure shall be borne by the Contractor.

2.09 Waste Disposal

- A. Contractor shall follow all Federal, State and Local Regulations for the handling and disposal of construction and demolition debris.
- B. Contractor is responsible for evaluating all categories of waste produced by any Lead Abatement activities to determine which types are hazardous.
 - 1. Contractor shall comply with all Federal, State and Local Regulations governing hazardous waste transport and disposal.
 - 2. Contractor shall complete hazardous waste manifests for all hazardous waste removed from the project site.
 - 3. Final manifests and receipts, signed by the Contractor, transporter and Hazardous Waste Treatment, Storage and Disposal (TSD) facility, must be provided to NHCC within ten (10) days of removal waste from the site.

{END OF SECTION}

SECTION V

MICROBIAL REMEDIATION

PART 1 - GENERAL

1.01 General Requirements

- A. Microbial remediation work shall be conducted at various locations throughout the NHCC).
- B. Microbial remediation shall include removing and disposing of mold contaminated materials.
- C. Cross contamination shall be prevented between contaminated areas and adjacent or nearby uncontaminated and/or remediated areas.
- D. NHCC personnel, visitors, patients and Contractor's personnel must be protected during any remediation activities.

1.02 Work Covered

- A. Removal and disinfection of microbial contaminated and water damaged building components. Such building components may include, but are not limited to, gypsum board (sheetrock) ceiling tiles, carpeting, wood, books, furnishings and other materials which can not be readily disinfected.
- B. The scope of work for HVAC systems is as follows: removal and disposal of internal porous insulation in selected unit ventilators, cleaning and disinfection of unit ventilators, and air handling units including laboratory hoods and ductwork.

1.03 Work Included

- A. Furnish all labor, material, supervision, tools and equipment necessary to perform the following:
 - 1. Microbial remediation of building surfaces, removal and replacement or refurbishment of building materials, disposing of mold contaminated materials, etc.
 - 2. Microbial remediation of hard or impermeable building surfaces which may be difficult to remove. Such surfaces may include, but are not limited to concrete, intact flooring, desks, hard seating, file cabinets, hard furnishing, laminates, glass, metal, ceramic tiles, etc.
 - 3. Provisions of continuous on-site supervision by personnel licensed and knowledgeable in all aspects of microbial remediation.

4. Packaging, transport and disposal of all waste generated by any of the above mentioned activities in accordance with all applicable federal, state and local regulations.
5. Provisions and maintenance of environmental and personnel protective measures, equipment and procedures at the Work site.

1.04 Contractors Use of Premises

- A. Use of the Site: Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
- B. Perform the Work so as not to interfere with NHCC operations.
- C. The Contractor shall be required to provide advance notice of at least twenty-four (24) hours to all building occupants before beginning abatement activities.

1.05 Submittals

- A. Contractor shall submit to NHCC a copy of his Standard Operating Procedure (SOP) for microbial remediation activities. The SOP shall include:
 1. Work procedures to minimize exposure and release of mold spores.
 2. Methods for securing the work area to prevent unauthorized entry.
 3. Types of protective clothing and respiratory equipment to be utilized during work activities.
 4. Description of safe work practices, including the exclusion of eating, drinking, and smoking within the work area.
 5. Description of methods for packing, labeling, loading, transporting, documenting, and disposing of contaminated materials.
 6. Description of emergency evacuation procedures.
- B. Prior to the start of any work, the Contractor shall submit to NHCC a copy of his New York State license or certification for microbial remediation.
- C. During microbial remediation activities, Contractor shall maintain a Security and Safety Log showing the names of persons entering the work area, date and time of entry and exit, record of any accidents, emergency evacuation and other safety or health related incidents.
- D. Contractor shall maintain records of OSHA required Personal Air Samples.

- E. Within ten (10) days of removal from the premises, submit to NHCC the disposal certificate(s) from the disposal site(s) receiving the Project Waste, stating dates and quantities received.
- F. Room Inspection: Inspect all areas in which Work is to be performed. Inspection shall occur in the presence of representatives of NHCC. Record any existing damage to components, such as walls, doors, windows, carpeting, fixtures, and equipment. Any damaged components found after completion of Work will be repaired at the Contractor expense. Make arrangements for the inspection, notify the participants, record the findings, and issue minutes of the inspection to all participants.

1.06 Quality Assurance

- A. Where methods or procedures are specified, they shall constitute minimum measures and shall in no way relieve the Contractor of sole responsibility for the means, methods, techniques, sequences, or safety measures in connection with the Work.

1.07 Applicable Standards, Rules and Regulations

- A. See Section I Part 3.02.

PART 2 – WORK PROCEDURES FOR MICROBIAL REMEDIATION

2.01 General

- A. The Contractor at all times shall keep the work area and adjacent areas of the building free from accumulations of bagged material or rubbish caused by its operation and free from any flammable materials or others sources of fire hazard.
- B. During the performance of the work, the Contractor shall remove all bagged materials from the work area in strict accordance with the specifications and applicable codes and regulations.
- C. Personnel and waste decontamination units, similar to those required for asbestos projects, shall be utilized when required
- D. Negative pressure systems, similar to those required for asbestos projects, shall be utilized when required.
- E. Tent enclosures and isolation (critical) barriers may be required for certain remediation procedures.

2.02 Negative Pressure Systems

- A. The Contractor shall consult with NHCC Environmental Monitoring Consultant to establish the exact location of Air Filtration Devices (AFDs).

- B. The Contractor shall furnish and install outside each full containment work area, as directed by NHCC Environmental Monitoring Consultant.
- C. The Contractor shall establish required negative air pressure inside the work area relative to areas outside the containment before remediation operations begin. This air pressure differential shall be maintained until NHCC Environmental Monitoring Consultant has determined that the work area has passed clearance inspections and testing.
- D. The Contractor shall install and use AFDs with HEPA filters as part of the exhaust ventilation system.
- E. HEPA filters and pre-filters for AFDs shall be replaced as required during remediation operations. Filters shall not be reused. Used filters shall be handled and disposed as contaminated waste.

2.03 Tent Construction

- A. The tents shall be lined with 1 layer of plastic sheeting (6-mil thickness at a minimum).
- B. All polyethylene sheeting and construction materials shall be labeled as fire resistant or have a statement of certification by the manufacturer.
- C. The tents shall be fully framed (including horizontally across the top, if applicable) with 2" x 3" metal studs spaced not more than 30 inches center-to-center.
- D. Negative air shall be utilized.
- E. An airlock having at least 3 feet length between the two curtained doorways shall be constructed at the entrance to each and every tent if the decontamination unit is not attached to the tents.
- F. Decontamination units that are attached to tents shall comprise at least a shower room and a clean room, with one curtained doorway separating them, and with a second curtained doorway separating the tent from the shower room.
- G. Tents may not be dismantled until a visual inspection is performed by NHCC Environmental Monitoring Consultant and a minimum of ten full air changes have occurred inside the tent after final cleaning of the tent has been completed. In some cases, the tent may have to remain in place until final clearance testing results are found to be acceptable.

2.04 Isolation (critical) Barriers

- A. The Contractor shall completely isolate the work area for the duration of the work by sealing off walls, and openings in the work area including, but not limited to, HVAC supply, return and exhaust air ducts, diffusers and grilles, return air plenums,

doorways, corridors, electrical outlets, and operable windows with 2 layers of 6-mil polyethylene sheeting held securely in place.

- B. Full exhaust shall be in operation prior to installing barriers.
- C. The Contractor must be careful not to disturb microbial contaminated materials during isolation of work areas to prevent the release of fungal spores.
- D. The Contractor shall clean (HEPA vacuum and damp wipe with an approved biocide) all surfaces where containment isolation barriers will be installed.
- E. All polyethylene sheeting and construction materials shall be labeled as fire resistant.

2.05 Cleaning Materials and Equipment

- A. Provide all required personnel, labor, equipment, and materials needed to maintain the specified standard of cleanliness.
- B. Double bag all waste in 6-mil polyethylene bags for material disposal.
- C. Use appropriate containers for disposal of microbial containing waste having sharp-edged components (e.g. nails, screw, metal lath and tin sheeting) that may tear polyethylene bag and sheet. The waste within the drums or cartons must be double bagged.
- D. Transport bagged waste to disposal site in appropriate containers such as metal or fiber drums with tight lids, or in locked steel dumpsters.
- E. Dumping debris, waste, or bagged waste down chutes will not be permitted.

A. Gypsum Wall Board (GWB)

1. These materials shall be removed inside tent enclosures.
2. GWB, including attached moldings, shall be taken down in large pieces to reduce the amount of spores released during demolition. Manageable sections of contaminated GWB will be removed using manual methods and wrapped in 6-mil polyethylene sheeting and securely taped to form an airtight seal. Debris and small pieces shall be placed in 6-mil polyethylene bags.
3. Metal studs may be reused after cleaning.

B. Pipe Insulation

1. These materials shall be removed using glove bags or inside tent enclosures.
2. HEPA vacuum the pipe insulation prior to removal in glove bags or inside tent enclosures.

3. The insulation shall be manually cut into small sections which can be placed in 6-mil polyethylene bags.
4. If excessive dust is being generated during the removal of cementitious fittings, then the Contractor will be directed to "mist" the insulation with an approved biocide solution.
5. Excessive amounts of liquid on the floor of tent enclosures will not be tolerated.

PART 3 – EXECUTION

3.01 Progress Cleaning

A. General

1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding traffic, and providing the required protection of materials.
2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for completion of this work.
3. When microbially contaminated waste must be kept on the work site overnight or longer, it shall be double bagged and stored in tightly closed and sealed fiber or metal drums whether it is stored inside or outside the contaminated area.
4. Regularly remove all scrap, debris, and waste material from the job site.
5. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.
6. All respiratory protection equipment must be on the latest NIOSH Certified equipment list.

B. Daily Removal of Waste from Work Areas

1. The Contractor at all times shall keep the work area and adjacent areas of the building free from accumulations of bagged material or rubbish caused by its operation and free from any flammable materials or others sources of fire hazard.
2. During the performance of the work, the Contractor shall remove all bagged materials from the work area in strict accordance with the specifications and applicable codes and regulations.
3. At the end of each workday, all debris must be bagged for removal, and all visible settled dust must be removed by HEPA vacuuming.

4. Disposable supplies, such as mop heads, sponges, and rags shall be replaced regularly and discarded in the same manner as microbially contaminated waste. Durable equipment, such as power and hand tools, etc., shall be cleaned regularly by HEPA vacuuming and with an approved biocide.

C. Contamination of Adjacent Areas

1. In the event that any cleaned building zone or other areas adjoining the enclosed project areas become or are suspected of becoming contaminated as a result of the Contractor's work, the Contractor shall thoroughly and totally decontaminate the affected areas. These areas shall be subject to detailed visual inspection and final clearance sampling as may be requested by NHCC.

3.02 Post Removal Cleaning

A. First and Second Cleanings

1. The work area shall be cleaned, starting from the top and working down to the floors, by HEPA vacuuming followed by wiping with an approved biocidal agents and methods.
2. After removal and cleanup, and if a high degree of cleanliness has been achieved, NHCC Environmental Monitoring Consultant will perform an inspection of the work area. If during this inspection any visible dust, debris, or microbial contamination is observed, the Contractor shall thoroughly re-clean the work area(s).
3. A minimum of (12) twelve hours after the first cleaning, NHCC Environmental Monitoring Consultant will perform an inspection of the work area. If during this inspection any visible dust, debris, or microbial contamination is observed, the Contractor shall thoroughly re-clean the work area(s).
4. All isolation barriers shall remain in place throughout and after both cleanings.

B. Post Clean Up

1. After both cleanings, NHCC Environmental Monitoring Consultant will perform an inspection of the work area. If during this inspection any visible dust, debris, or microbial contamination is observed, the Contractor shall thoroughly re-clean the work area(s).
2. Visual inspection will be performed prior to any sampling and sampling will only proceed after the work area(s) pass(es) all visual inspection(s). A visual inspection will only be acceptable with the following: no sign of any fungal growth on all surfaces and no visible dust on surfaces.
3. After both cleanings, NHCC Environmental Monitoring Consultant will perform an inspection of the work area. If during this inspection any visible dust,

debris, or microbial contamination is observed, the Contractor shall thoroughly re-clean the work area(s).

C. Final Clearance Sampling

1. Visual inspection will be performed prior to any sampling and sampling will only proceed after the work area(s) passes all visual inspection(s). A visual inspection will only be acceptable with the following: no sign of any fungal growth on all surfaces and no visible dust on surfaces.
2. Unless otherwise directed by NHCC Environmental Monitoring Consultant, at least one AFD with HEPA filter will remain operating in the work area until NHCC Environmental Monitoring Consultant declares that it has passed the onsite final clearance visual inspection. The Contractor shall coordinate AFD usage accordingly.
3. NHCC Environmental Monitoring Consultant will conduct final clearance sampling utilizing air and surface sampling methods. The sampling for fungi will follow protocols established by, but not limited to the American Conference of Governmental Industrial Hygienists (ACGIH), the American Industrial Hygienists Association (AIHA) and the American Pharmaceutical Association (APA).
4. The decision to declare that a work area has passed the clearance test shall be based on four parameters: visual inspection, results of screening spore trap air sampling, results of culturable air sampling, and results of culturable surface (swab) sampling.
5. Clearance level concentrations are not to exceed the background outdoor air concentration levels of *Aspergillus species* or *Stachybotrys chartarum* or *Penicillium*.
6. Outdoor air samples for comparison purposes shall be taken during any indoor air sampling collection.
7. If surface samples collected in the work area(s) show that *Aspergillus versicolor* or other *Aspergillus species* or *Stachybotrys chartarum* or *Penicillium* are present, the Contractor shall re-clean the area(s).

D. Final Clean up and Barrier Removal

1. Upon completion of the project, and after NHCC Environmental Monitoring Consultant provides notification that final tests are acceptable and approves the work area(s), all isolation (critical) barriers can be removed.
2. All surfaces behind the isolation barriers, including windows, doors, and other surfaces, shall be HEPA vacuumed. The Contractor will also HEPA vacuum all surfaces in adjacent interior spaces within 10 feet of the former location of the isolation barriers.

3. After removal of isolation barriers and a thorough cleaning, the Contractor shall notify NHCC Environmental Monitoring Consultant that the work is ready for visual inspection. During this inspection, NHCC Environmental Monitoring Consultant shall visibly inspect the area and check for the completeness of the cleaning and that no visible dust or debris exists in the remediation area.

E. Clean up of Areas Outside Containment Work Areas

1. The Contractor shall clean up all debris (paper, packaging material, etc.) and dust in areas outside containment resulting from the Contractor's remediation work.

F. Re-establishment of Objects and Systems

1. After NHCC Environmental Monitoring Consultant provides notification that final tests are acceptable and approves the work area, all isolation barriers can be removed.
2. The Contractor shall relocate objects moved to temporary locations in the course of the work to their proper locations. Only clean (microbial contamination-free) objects are to be moved into the areas.

{END OF SECTION}

SECTION VI

ASBESTOS PROJECT CLEANING

PART 1 – GENERAL

1.01 Description

- A. Throughout the construction period, the Contractor shall maintain the building and site in a standard of cleanliness as described in this Section.
- B. The Contractor shall prevent building areas other than the work area from becoming contaminated with asbestos-containing dust or debris. Should areas outside the work area become contaminated with asbestos-containing dust or debris as a consequence of the Contractor's work practices, the Contractor shall be responsible for immediately clearing these areas in accordance with the procedures of Industrial Code Rule (ICR) 56. All costs incurred in cleaning or otherwise decontaminating non-work areas and the contents thereof shall be borne by the Contractor at no additional cost to NHCC.

1.02 Quality Assurance

- A. Inspection
 - 1. Conduct daily inspections, more often if necessary, to verify that requirements of cleanliness are being met, no visible emissions from the work site are evident and there are no breaches in barriers (containment).
- B. Codes and Standards
 - 1. In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.
- C. Notification of E.P.A.
 - 1. Contractor is required to notify the Regional Federal Environmental Protection Agency Office prior to starting for instructions concerning proper disposal of any Asbestos Contaminated Waste (ACW).
- D. Storage, transport and disposal of ACW shall be in accordance with all applicable Federal, State and Local Rules and Regulations.
- E. Disposal of ACW
 - 1. Obtain signed waste manifest indicating the type of waste material, and location from where it came. Waste Manifest must also indicate amount of waste in cubic yards.

2. Submit waste manifests to NHCC with all payment requisitions.

1.03 Asbestos Waste Transfers

- A. The Contractor and all Subcontractors are specifically alerted to the illegal practice of combining ACW from one project with the ACW of other projects, without using the services of a permitted waste transfer station as defined by 6NYCRR Part 360 and 364.
- B. As part of the shop drawing submittals, the Contractor must submit for approval the proposed method of transportation and disposal that will be utilized to manage the ACW of this contract. If a permitted transfer station is to be used, the cost shall be included in the unit prices bid.
- C. The Contractor must submit waste manifest consistent with whatever approved method is utilized as part of the invoicing and payment procedures.

1.04 Asbestos Waste Requirements

- A. The Contractor shall maintain compliance with the strictest set of the regulations of NYSDOL ICR-56, USEPA, Asbestos Regulation 40 CFR 61.152, 29 CFR 1926.58, 29 CFR 1910.1200 (F) of OSHA's Hazard Communications Standards, and other applicable standards.

Note: Any and all penalties incurred for failure to comply with Federal, State and Local rules and regulations, will be the sole responsibility of the Contractor and his Subcontractors, NHCC claims no responsibility for fines imposed due to the negligence of the Contractor.

- B. When presenting ACW for storage at the generation site, the Contractor shall:
 1. Handle ACW in a manner sufficient to prevent all visible emissions of dust into the air:
 2. Seal material in a leak tight container while wet.
 3. Keep ACW separate from any other waste.
 4. All ACW shall be sealed, labeled and identified.
- C. When presenting ACW for storage away from the site of generation, the Contractor shall:
 1. Ensure that ACW has been properly packaged as per requirements above.
 2. Examine the containers of ACW to ensure that there are no breaks in the containers and that no visible dust is being released into the air.
required

3. If examination reveals damage to a container of ACW, the Contractor or person accepting the waste shall immediately wet down the ACW and repackage it into a clean leak tight container. The subsequent repackaging shall be the financial responsibility of the Contractor and occur at not extra cost to NHCC.

4. Keep ACW separate from any other waste.

D. When storing ACW, the Contractor shall:

1. Ensure that the ACW has been sufficiently wetted down in tight containers.

2. Re-wet and repackage any damaged containers.

3. Maintain at storage site an adequate supply of spare leak tight containers.

4. Maintain at storage site an adequate supply of amended water.

5. Keep ACW separate from any other waste.

6. Keep ACW in a secured, enclosed, and locked container.

7. In no instance shall the Contractor store a quantity of ACW greater than as permitted by applicable Federal, State and Local Codes, Rules and Regulations.

E. When presenting for transport, the Contractor shall:

1. Ensure that the ACW has been wetted down.

2. Examine the integrity of the container's airtight seal.

3. Re-wet and repackage any damaged containers.

4. Keep waste separate from all other wastes.

5. Ensure that a person transporting asbestos waste holds a valid permit issued pursuant to law.

F. When transporting ACW, the Contractor shall:

1. Ensure that the ACW has been sufficiently wetted down in leak tight containers.

2. Re-wet and repackage any damaged containers.

3. Maintain at storage site an adequate supply of spare leak tight containers.

4. Maintain at storage site an adequate supply of amended water.

5. Keep ACW separate from any other waste.
 6. Keep ACW in a secured, enclosed, and locked container.
- G. When presenting the ACW for disposal, the Contractor or Subcontractor shall:
1. Ensure that waste container is properly labeled according to the National Emission Standards for Hazardous Air Pollutants (NESHAP); Asbestos Revision, 40 CFR, Part 61, Sub part M. The labels shall include the name of the waste generator and the location where the waste was generated.
 2. Comply with all applicable orders issued pursuant to asbestos disposal.
 3. Ensure that ACW has been sufficiently wetted down.
 4. Re-wet and repackage any damaged containers.
 5. Keep waste separate from all other wastes.
- H. When disposing of ACW, the Contractor shall:
1. NO PERSON UNDER ANY CIRCUMSTANCES SHALL ABANDON ACW. The same shall be disposed of only by certified persons in approved landfills.
 2. A manifest form will be signed by the Landfill Owner documenting receipt and acceptance of the CRW. This manifest will be furnished to NHCC upon request for payment.
 3. It is the responsibility of the Contractor to determine current waste handling, transportation and disposal regulations for the work site and for each waste disposal landfill. The Contractor must comply fully with these regulations and all appropriate U.S. Department of Transportation, EPA and other Federal, State and Local entities' regulations and all other current legal requirements.
 4. The Contractor shall obtain an agreement from the transporter(s) that the practice of "Back-Hauling" will not be engaged in, with respect to any and all waste loads taken from this site during the work.
 5. The Contractor will document actual disposal of the waste at the designated landfill by having completed a Disposal Certificate and will provide a copy of the same to NHCC.

1.05 Labeling and Identifications

- A. The Contractor shall be responsible to identify and re-label all piping, equipment, ductwork, tanks, boiler, breaching, valves, fittings and other appurtenances that have been stripped or otherwise removed during the abatement process. This work must be coordinated and approved by NHCC Representative and the Facility Manager.

B. Non-Asbestos Stickers

1. Apply "Non-Asbestos" stickers to all newly installed, non-asbestos insulation.
2. Stickers will be 2" x 5" supplied by Contractor subject to approval of NHCC.
3. Stickers to be applied as follows:
 - a. Every twenty feet (20") on complete runs of new pipe insulation and at least in every room
 - b. On new sections of pipe insulation less than twenty feet (20") long. Ends of run to be marked with blue cloth tape.
4. The above requirements apply only to situations where a complete pipe run has been completely re-insulated with non-asbestos containing insulation. No stickers are to be installed on pipes which have been partially re-insulated or otherwise patched.

PART 2 – PRODUCTS

2.01 Cleaning Materials and Equipment

- A. Provide all required personnel, labor, equipment, and materials needed to maintain the specified standard of cleanliness.
- B. Double bag all waste in six mil (.006") polyethylene bags for material disposal.
- C. Use corrugated cartons or drums for disposal of asbestos containing waste having sharp-edged components (e.g. nails, screw, metal lath and tin sheeting) that may tear polyethylene bag and sheet. The waste within the drums or cartons must be double bagged.
- D. Transport bagged waste to disposal site in approved metal or fiber drums with tight lids, or in locked steel dumpsters.
- E. Dumping debris, waste, or bagged waste down chutes will not be permitted.

2.02 Compatibility

- A. Use only cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by NHCC.
- B. Should vacuums be used, only HEPA type shall be permitted.

PART 3 – EXECUTION

3.01 Progress Cleaning

A. General

1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding traffic, and providing the required protection of materials.
2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for completion of this work.
3. When asbestos contaminated waste must be kept on the work site overnight or longer, it shall be double bagged and stored in tightly closed and sealed fiber or metal drums whether it is stored inside or outside the contaminated area.
4. At least twice a week, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
5. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment
6. All respiratory protection equipment must be on the latest NIOSH Certified equipment list.

B. Work Areas

1. Daily, and more often if necessary, inspect the work areas and adjoining spaces, and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
2. Weekly, and more often if necessary, inspect the arrangements of materials stored on the site; restack, tidy otherwise, service all arrangements to meet the requirements of sub-paragraph B.1 above.
3. Maintain the site in a neat and orderly condition at all times.

3.02 Initial Cleaning

- A. Following careful double bagging of all removed asbestos material, the Contractor shall label bags as required by paragraph 1.05 of this Section.
- B. Bags shall be wiped with clean damp cloths and placed in fiber containers prior to transportation to an approved disposal site.
- C. Plastic barriers shall be carefully removed, folded inward and double bagged for disposal.

NOTE: Critical barriers are not to be removed until work of all trades is completed, the work area is cleaned, air tests are made and the work accepted as completed.

- D. Hard surfaced flooring such as concrete, terrazzo, VAT, and ceramic tile, shall be wet mopped, allowed to dry, and damp mopped a second time with clean mop heads,.
- E. Walls, furniture and equipment (which remained in work area during work operations), windows and other surfaces shall be thoroughly cleaned twice with damp cloths.
- F. Carpeting shall be cleaned twice with a HEPA vacuum cleaner. **CONVENTIONAL VACUUMS WILL NOT BE PERMITTED.**
- G. All surfaces are to be left visually clean.
- H. All mop heads and cleaning cloths are to be discarded in the same manner as asbestos waste.

3.03 Final Cleaning

A. Definition

- 1. Except as otherwise specifically provided "Clean" (for the purpose of this Section) shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.
- 2. Should air tests following final clean-up indicate a fiber count greater than 0.01 fibers per cubic cm., the Contractor shall re-clean work areas until additional air tests indicate a fiber count of 0.01 fibers per cubic cm. or less.

B. General

- 1. Prior to completion of the work, remove all tools, surplus materials, equipment, scrap, debris, and waste from the job site.
- 2. All cleaning work shall progress from the point most remote from the negative pressure exhaust unit towards the unit and from the highest point of the surface being cleaned towards the lowest.

C. Interior

- 1. Visually inspect all interior surfaces in and adjacent to work area and remove all traces of soil, waste material, smudges, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. Remove all paint droppings, spots, stains, and dirt from finished surfaces. Use only the specified cleaning materials and equipment.

D. Glass

1. Clean all glass inside of work areas.

E. Polished Surfaces

1. Apply the polish recommended by the manufacturer of the material being polished to all surfaces requiring the routine application of buffed polish including floor tiles if applicable.

F. Timing

1. Schedule final cleaning as approved by NHCC Corporation to enable NHCC Environmental Monitoring Consultant to inspect and to accept a completely clean project.

PART 4 – Controlled Inspections

- A. All new SOFP may be subject to controlled inspections performed by NHCC Consultant. For and applications that do not pass, the contractor shall re-apply SOFP and the contractor shall cover the cost of additional controlled inspections by the NHCC Consultant.**

{End of Section}

SECTION VII

REPLACEMENT OF SPRAY-ON FIREPROOFING

PART 1 – GENERAL

1.01 Description

- A. Work includes materials, labor and equipment necessary to furnish and install non-asbestos spray-on fireproofing to all surfaces from which soft asbestos containing material was removed as part of the work of this contract, as directed in work order letters.

NOTE: Work must not begin in applying replacement material until successful clearance (results) levels have been received.

1.02 Quality Assurance

- A. Qualifications of Applicator:

Applicator must be:

1. Licensed or approved by manufacturer of material.
2. Furnish manufacturer's letter of approval along with listing of previous similar applications.

- B. Testing:

- | | | |
|----|---------------------------------|-----------------|
| 1. | Underwriters Laboratories | ASTM E-119 |
| 2. | Dry Density | ASTM E-605 |
| 3. | Abrading and Impact Penetration | ASTM (proposed) |
| 4. | Fire Test | ASTM E-84 |

1.03 Submittals

- A. Manufacturer's Instructions:

1. Furnish manufacturer's printed material specifications and application instructions for material being submitted to NHCC for approval.

- B. Certificates:

1. Furnish manufacturer's certification that materials meet or exceed specification requirements. Include U.L. design, indicating the thickness required to achieve the hourly rating as specified Paragraph 3.02 herein.

2. Furnish applicators certification that material has been applied in accordance with manufacturer's printed instructions, and in thickness required by the hourly rating specified Paragraph 3.02.

1.04 Product Delivery, Storage and Handling

- A. Deliver materials in original, unopened packages bearing name of manufacturer and product identification, including proper U.L. labels for fire hazard and fire resistant classifications.
- B. Reject damaged packages found unsuitable for use and remove from job site.
- C. Store materials off ground, under cover, and away from damp surfaces.
- D. Keep material dry at all times. All bags that have been exposed to water before use shall be discarded
- E. Material is not to be used after its expiration date.

1.05 Job Conditions

- A. Environmental Conditions:
 1. Do not apply sprayed insulation when temperature of substrate is below 40°F and surrounding temperature is below 40°F.
 2. Maintain temperature for twenty-four (24) hours before and after applications.
- B. Protection:
 1. Provide ventilation in area to receive sprayed insulation. Introduce fresh air and exhaust continuously during and twenty-four (24) hours after application to maintain non-toxic, unpolluted, safe working area.
 2. Provide temporary enclosures to prevent spray from contaminating air.
 3. Protect adjacent surfaces and equipment from damage by over-spray, fall-out and dusting-off of sprayed insulating materials.
 4. Provide fire extinguishers and post caution signs warning against smoking and open flame when working with flammable materials in each working area.

PART 2 - PRODUCTS

2.01 Approved Products

- A. Zonolite – Monokote Fireproofing, (cementitious) by W.R. Grace & Co.
- B. Cafco Blaze – Shield DC/F. (cellulose) by U.S. Mineral Prod.

- C. Cafco Bond – Seal (sealer for cellulose products).
- D. Or equal, as approved by NHCC.

NOTE: Certifications are required that none of above products contain asbestos.

2.02 Mixes

- A. Material shall be a factory mixed cementitious or cellulose material.
- B. Mix materials with water in proportions and as recommended by manufacturer.
- C. Use only clean and potable water for mixing.
- D. Use of ASBESTOS CONTAINING MATERIALS is strictly prohibited.

2.03 Product Characteristics

- A. Finished product shall meet the following requirements:
 - 1. Tested in accordance with ASTM E –119 and UL263.
 - 2. Dry density – minimum 11 lbs/cu.ft., with average of 13 lbs/cu. Ft. when tested in accordance with ASTM E-605.
 - 3. Minimum bond strength of 100 lbs/sq.ft. in accordance with ASTM C-297.

Abrasion no more than (1.22 in.³) in (3 in.³) when tested in accordance with ASTM Proposed Test Methods for Fire Resistive Materials.
 - 4. Impact loss not greater than 0.31 in.³ when subjected to impact penetration test in accordance with ASTM Proposed test Methods for Sprayed Fire Resistive Material.
 - 5. Fire Test Method – Flame Spread – Class A. 0-25 ASTM E-84.
 - 6. U.L. and Factory Mutual acceptance and approval for Class 1A Construction.

PART 3 – EXECUTION

3.01 Preparation

- A. Clean substrate of dirt, dust, grease, oil, loose material, frost, or other matter which would affect bond of spray-on fireproofing.
- B. Carefully examine substrate to insure that all asbestos containing material has been removed.

- C. Do not commence application of spray-on fireproofing until substrate has been examined and approved by NHCC.

3.02 Application

- A. Apply sprayed-on fireproofing in strict accordance with manufacturer's instructions.
- B. Sprayed fireproofing shall be applied to structural members in proper thickness and densities to provide the following resistive ratings:
 - 1. Structural Steel and Metal Deck with roof above and bottom of steel is not less than 15 feet above finish floor - - - 2 hours
 - 2. All other conditions - - - 3 hours
- C. Submit U.L. Design System for approval prior to application.
- D. Sprayed fireproofing when applied to concrete surfaces shall be a minimum of one inch (1") thick in its cured form.
- E. Notwithstanding any of the above all new sprayed on fireproofing shall meet all Building and Fire Code requirements with respect to thickness, material rating, etc.. The Contractor must document this to NHCC prior to commencing application of new fireproofing.
- F. Sprayed on fireproofing shall be of a different color than the original fireproofing. NHCC has chosen blue as the color of choice.

3.03 Tamping

- A. While still wet, the cellulose type spray-on fireproofing material applied to concrete surfaces shall be tamped to achieve a finish as directed and approved by NHCC Representative.
- B. Tamping may be required for cementitious materials.

3.04 Patching

- A. Patch all damaged or uneven areas of fireproofing prior to final inspection.

3.05 Sealant

- A. Apply one coat of "tinted" sealant after tamping of cellulose type material.
- B. Sealant shall be as specified in paragraph 2.01 of Section VII.

3.06 Clean-up

- A. Remove and properly discard all protection material.
- B. Clean over-spray material from all non-fireproofed surfaces.

{End of Section}

SECTION VIII

SEALING ACOUSTIC PLASTER AND INSTALLATION OF ACOUSTIC PANELS

PART 1 – GENERAL

1.01 Description

- A. Work includes all labor, equipment, and material required to seal acoustic plaster Surface and apply acoustical treatment as specified herein.

1.02 Quality Assurance

A. Qualification of Manufacturer

- 1. Products used in the work of this Section shall be produced by manufacturers regularly engaged in manufacture of similar items and with history of successful production acceptable to NHCC.

B. Qualification of Applicators

- 1. Use adequate numbers of skilled workers who are thoroughly trained and experienced on the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

C. Standards

- 1. The Contractor shall deliver all materials in new original packages, cans, etc. Any container showing evidence of a seal being broken before delivery or otherwise not suitable for this work shall not be used in this work and must be removed at once. All materials shall be used without adulteration and in accordance with the manufacturer's instructions. They shall be carefully stored and kept in covered containers to avoid a fire hazard.

D. Delivery and Storage

- 1. Deliver all materials to the job site on original, new and unopened containers, bearing the manufacturer's name.

1.03 Submittals

A. General

- 1. Materials to be used in performance of the work of this Section must be submitted to NHCC for approval prior to start of work.

B. Product Data

1. Product data shall be listed on container labels or certified on manufacturer's letterhead.

C. Submit Layout of Acoustical Units for Approval prior to Installation

PART 2 – PRODUCTS

2.01 Sealer

- A. Sealer shall be "INTERIOR FLAT WATER BASE LATEX PAINT" and shall meet the following requirements.

1. <u>Qualification Requirements</u>	<u>Min</u>	<u>Max</u>
Pigment, by weight of paint	35%	39%
Titanium, Dioxide (Rutile) by weight of pigment	60%	N/A
Inert Pigments, by weight of pigment	N/A	40%
Vehicle, by weight of paint	61%	65%
Non-volatile, by weight of vehicle	35%	N/A
Volatile, by weight of vehicle	N/A	65%
Weight per gallon, lbs.	11.5	N/A
Total Solids, by weight of paint	52%	56%

- B. Pigment: Any suitable combination of pigment extenders and tinting colors, provided resulting paint meets requirements. Color will be selected by NHCC.

- C. Vehicle: Any latex emulsion, wetting agents and water within requirements of this specification.

- D. Tests: Paint shall include additive required to meet properties and tests Prescribed in federal Specification TT-P-0029D (GSA - P.S.S. – August 10, 1964).

- E. Odor: No perceptible odor after drying.

- F. Application: Room temperature above 50° degrees Fahrenheit.

- G. Labels: Each container shall be labeled for color, manufacturer and percent of each ingredient contained in pigment. Labels shall also indicate percent by weight of volatile and non-volatile matter in vehicle and bear a statement of effect that paint complies with this specification.

2.02 Acoustical Units

- A. Acoustical units shall be one of the following:
1. Geocoustic II as manufactured by Pittsburgh Corning.
 2. Acoustone Space Units as manufactured by United States Gypsum.
 3. Or equal, as approved by NHCC.

PART 3 – EXECUTION

3.01 Worker Protection

- A. During the execution of the entire work of this Section, all workers must wear personal protective equipment and clothing as required by Law.

3.02 Protection of Equipment

- A. The Contractor shall take all necessary precautions to protect all floors, windows and partition glass, shades, hardware lighting fixtures, etc., from paint, plaster, etc., he will be held responsible for any such damage and make good all damage at his own expense. He will thoroughly remove all paint spots, plaster, etc., both old and new, from doors and frames and glass windows, etc.
- B. The Contractor shall provide an adequate number of clean drop cloths as approved.
- C. The Contractor shall also provide and post temporary signs in conspicuous locations for the direction and protection of the public and employees during the progress of the work.

3.03 Sealing of Acoustic Plaster

- A. Preparation
1. The Contractor shall clean all surfaces to be sealed of all grease and foreign matter that will prevent adhesion of the sealer. The Contractor shall carefully examine all surfaces and shall remove all loose material, and repair surfaces where same has been removed and shall sand all rough spots in the existing surfaces or otherwise make them smooth. He shall remove all rough material that cannot satisfactorily be made smooth by sanding and shall repair such surfaces so that the finished surfaces will be smooth and uniform.

2. The Contractor shall cut cracks to a width and depth sufficient to obtain a bond with old plaster and shall fill in the same with plaster of Paris or approved patching plaster and spackle all small bruises, scratches etc., on all surfaces.
 3. All new patching shall be brought flush and even with the adjoining surfaces so that the finishing surfaces shall be smooth and uniform. All rough surfaces of woodwork shall be sanded or otherwise made smooth. All plastering and spackling shall be dry and flush with adjacent surfaces before the first coat of sealer is applied.
 4. Any surfaces missing masonry, concrete, lath, gypsum board, or plaster shall be repaired to match the existing.
 5. The Contractor shall remove all loose and blistered paint on all surfaces, woodwork, ironwork, radiators, etc., and shall make the surfaces smooth with spackle, or other satisfactory material. All surfaces shall be thoroughly dry and free from dust and no sealer shall be applied over a previous coat until same has thoroughly dried.
 6. All new plastered and spackled surfaces shall be dry before sealing and shall be properly prepared and no excuse will be entertained if defects develop upon completion, and they shall receive additional coats of sealer if necessary, to ensure that they will finish uniform with the existing surfaces. All disintegrated material shall be removed and replaced with brown or white plaster.
 7. Plaster weld shall be used as and where required.
- B. Apply a minimum of three (3) coats of latex paint, one prime and one minimum of two finish coats over all acoustic plaster surfaces. If needed, apply additional finish coats as necessary to produce a uniform finish, free of all blemishes and voids.
- C. Color of primer coat shall be off-white and the finish coat's color as selected by NHCC.
- D. Latex paint may be applied by roller. Spraying of paint will not be permitted.
- E. Contractor shall receive written approval of prime coat from NHCC prior to application of finish coats.

3.04 Installation of Acoustical Units

- A. Geocoustic II
1. Units shall be 11 ½" X 16" X 2", factory finished white.
 2. Acoustical units shall be secured to wall or ceiling surfaces with mechanical slide fasteners in addition to cement daubs.

3. Slides shall be fastened to wall or ceiling surfaces and a minimum of one toggle bolt or expansion bolt. Screws will not be permitted.
4. Apply four (4) daubs of geocoustic cement (one in proximity of each corner) and press unit into place.
5. Slide end clips into each end of track and into end of each unit.
6. Minimum spacing between edges of units shall be ten (10") inches in either direction.

B. Acoustone Space Units

1. Units shall be 10 ½" X 10 ½" X 2 ¼".
2. Pattern – "Glacier"; Color – White.
3. Acoustical units shall be secured to wall or ceiling surfaces with spin-on clips.
4. Spin-on clips shall be fastened to wall or ceiling surfaces with two toggle bolts, or expansion bolts. Screws will not be permitted.
5. Spin-on clips should be centered not closer than 20 ½" in either direction, or seven (7) inches from any obstruction to allow free rotation of the unit during installation.
6. Attach space unit, positioning the hole in the unit's back on machine screw attached to the clip, and turning clockwise until secure.
7. Minimum spacing between edges of units shall be ten (10) inches in either direction.

- C. Bottom edge of lowest acoustical unit shall not be less than 10'-0" above finished floor, unless otherwise noted.

3.05 Clean-up

- A. In addition to the requirements of Section VI of these Specifications, use all necessary care during execution of this portion of the work to prevent splattering of other surfaces.
- B. Upon completion of work, clean all debris which has been created by the work of this Section.

3.06 Miscellaneous

- A. The Contractor will be required to move portable furniture such as desks, chairs, lockers, single tier filing cabinets, and other equipment easily removed to paint

behind them. He will not be required to paint behind large storage cabinets, high or stationary bookcases, or shelving unless the occupants of the rooms arrange for their removal away from the walls.

- B. The Contractor shall furnish his own scaffolding and shall be responsible for its strength and sufficiency.
- C. Debris shall be removed as it accumulates and the floor swept so dust will not be tracked through the building.
- D. The Contractor shall replace all lettering painted out with same size style lettering as existing and of color as directed.
- E. The Contractor shall leave the premises in the same condition as before commencing the work. No final payment shall be made unless above requirements have been met.

[End of Section]

SECTION IX

REPLACEMENT OF PIPE, DUCT, BOILER AND TANK INSULATION

PART 1 – GENERAL

1.01 Description

A. Work Includes:

1. Materials, equipment, and labor necessary to furnish and install non-asbestos bearing pipe, duct, boiler, and tank insulation to all surfaces from which asbestos insulation was removed as part of the work of this contract (includes combustion chambers, uptake and breaching).
2. Installation also required in locations where pipe insulation is listed as missing in the Work Order.

1.02 Submittals

A. Samples

1. The Contractor must submit samples of each type of insulation material proposed for the project to NHCC for approval, prior to installation. Needed re-insulating material must have at least the same thermal and physical properties as the material removed.
2. Manufacturer's Instructions on installation must be submitted for approval and followed by the Contractor.
3. Furnish manufacturer's printed material specifications and application instructions for material being submitted for approval.
4. Certificates
 - a. Furnish manufacturer's certification that materials meet or exceed specification requirements.
 - b. Furnish applicator's certification that material has been applied in accordance with manufacturer's printed instructions.

1.03 Product Delivery, Storage and Handling

- A. Deliver materials in original, unopened packages bearing name of manufacturer, date of manufacture (or expiration of use), and product identification.
- B. Reject damaged packages found unsuitable for use and remove from job site.
- C. Store materials off ground, under cover, and away from damp surfaces.

- D. Keep materials dry at all times. All materials that have been exposed to water before use shall be discarded.
- E. Material is not to be used after its expiration date.

1.04 Job Conditions

- A. Environmental Conditions
 - 1. Do not apply insulation when temperature of substrate is below 40° F and surrounding air temperature is below 40° F.
 - 2. Maintain temperature for twenty-four (24) hours before and after application.

PART 2 – PRODUCTS

NOTE: All materials furnished under this Section shall be Asbestos Free.

2.01 Approved Manufacturers

- A. Pipe Insulation
 - 1. Certain-Teed Corporation.
 - 2. Johns-Manville Corporation.
 - 3. Owens-Corning Fiberglass Corporation.
 - 4. Armstrong Cork Company.
 - 5. Or approved equal.
- B. Pipe Insulation Properties
 - 1. One piece, molded sectional fiberglass.
 - 2. Nominal four (4) pound density.
 - 3. Maximum thermal conductivity – 0.23 @ 75° F.
 - 4. Suitable for use on piping up to 370° F.
 - 5. One inch thick for steam and hot water pipe sizes up to and including three (3) inches.
 - 6. Two inches thick for steam and hot water pipe sizes over 3” inches.
 - 7. One inch thick for refrigerant, cold and chilled water piping.

8. All joints be firmly butted together.

C. Adhesives:

1. Benjamin Foster Company.
2. Epolux Manufacturing Corp.
3. Insul-Coustic Birma-Prod. Corp.
4. Or approval equal.

D. Boiler Insulation Materials:

1. Calcium Silicate Block – 1 ½" thick.
2. Galvanized Steel Wire – 16 gauge.
3. Galvanized 2" Hexagonal Wire Mesh.

E. Thermal Insulation for Valves, Fittings, etc.

1. Insulating Cement, #460 Cement by Johns-Manville or approved equal.
2. Finishing Cement, #375 Cement by Johns-Manville, or an equal approved by NHCC. Insulating cement shall be cement compounded specifically for adhesion on cold surfaces. Can be applied in heavy layers.
3. Finishing cement shall be a hydraulic-setting, insulating and finish-cement suitable for one-coat application and harden in a few hours to a smooth crack free surface that can be painted with a water-base paint.

2.02 Other Materials

- A. Aluminum Bands – One inch (1) inch wide.
- B. Canvas – 6 ounce.
- C. Lagging Adhesive – American Adhesive Co. #6120 or approved equal.

2.03 Water

- A. When water is required, use only clean portable water.

PART 3 – EXECUTION

3.01 Preparation

- A. Clean surface of dirt, dust, grease, oil, loose material, frost, or other matter which would affect bond of thermal insulation.
- B. Carefully examine substrate to insure that all asbestos-containing material has been removed.
- C. Do not commence application of thermal insulation until substrate has been examined and approved by NHCC Corporation representative.
- D. After removing the existing boiler insulation and prior to the installation of any new boiler insulation, the Contractor must notify NHCC in order that they may inspect the boiler and associated equipment.

3.02 Application of Thermal Insulation for Piping

- A. All pipe insulation shall be one-piece, molded sectional fiber glass, having four (4) pound density. Its thermal conductivity shall not exceed 0.23 at 75°F mean temperature. It shall be suitable for use on piping up to 370° F.
- B. Insulation for steam and hot water piping shall be one (1) inch thick for pipe sizes up to and including three (3) inches, and shall be two (2) inches thick for larger pipe sizes. Insulation for fuel oil, refrigerator, cold and chilled water piping shall be one (1) inch thick. Insulation for dual service (hot and/or chilled water) piping shall be of the thickness specified for hot water piping insulation and shall have the vapor barrier jacket specified for chilled water. All insulation joints shall be firmly butted together.
- C. Valves, fittings, etc., for fuel oil, refrigerants, steam or hot water piping shall be insulated as follows.
 - 1. For pipe sizes smaller than four (4) inches, one of the following ways shall be used:
 - a. Apply insulating cement to a thickness equal to adjoining pipe insulation and trowel to a smooth finish.
 - b. Wrap with compressed 1 pound density fiber glass blanket equal in thickness to adjoining insulation. Secure with No. 16 gauge galvanized soft annealed steel wire. Finish with a smooth coat of insulating cement.
 - 2. For pipes sizes four (4) inches and larger, fit segments of pipe insulation and secure with No. 16 gauge galvanized soft annealed steel wire. Finish with a smooth coat of insulating cement.
 - 3. In lieu of the foregoing methods, the use of premolded fiber glass fittings of same thickness as adjoining pipe insulation will be accepted.

- D. Valves, fittings, etc, for chilled water piping shall be insulated with either premolded fiber glass fittings, fiber glass blanket, or with segments of pipe insulation wired in place. In addition, the insulation shall be vapor sealed by applying vapor barrier coating to all cut edges and joints, and then covering the entire fitting with glass fabric tape embedded between 1/16-inch thick coats of vapor barrier coating. Lab seal glass-tape at least two (2) inches on itself and adjoining insulation
- E. Facings and Jackets:
1. Refrigerant, fuel oil, steam and hot water piping:
 - a. Insulation on refrigerant, fuel oil, steam and hot water piping shall have a jacket of white Kraft paper outer surface bonded to aluminum foil and reinforced with fiberglass yarn. Kraft paper shall be permanently treated so that it will retain its flame-spread and smoke-developed ratings.
 - b. Longitudinal laps shall be secured with outward clinch, coated 9/16-inch staples on four (4) inch maximum centers. Each edge and end lap of butt strips shall also be stapled. Insulation shall be additionally secured with 3/4-inch wide aluminum bands installed on 12-inch maximum centers. Valves, fittings, etc. shall have a jacket of fiber glass cloth smoothly adhered with lagging adhesive. Lap cloth on itself and adjoining insulation: 1 inch lap on three (3) inch and smaller pipe, and two (2) inch lap on larger pipe sizes.

3.03 Thermal Insulation for Boilers

- A. Each boiler shall be insulated on all surfaces, including the front and rear smoke boxes, but excluding the doors, manholes, handholes, and the area of the boiler front marked with maker's name, pressure, identifying marks, symbols, etc. The insulation shall consist of 1-1/2 -inch thick asbestos free calcium silicate block, with vertical joints staggered, and held in place with No. 16-gauge galvanized steel wire. Wire shall be secured to holes provided for this purpose in the frames around handholes, manholes, doors, base, etc. Over the insulating block shall be applied two (2) inch mesh hexagonal galvanized wire netting and a 1/2-inch thick coating of insulating and finishing cement troweled to a smooth, hard finish. Provide galvanized steel corner beads at all outside corners. Access plates at back and bottom of rear smoke box shall not be insulated.

3.04 Combustion Chamber insulation

- A. Combustion Chamber – for fire box boilers, the underside of rear baffle plates, the inside of shell sheets forming rear combustion chambers, and the cast iron liner of fire doors of all boilers shall be protected with a twenty (20) inch thick layer of North American Refractories Co. No. 505 "Narco", mixed with "Narco Set Cement" or of Aurora Insulating Products Co. "Webers 48 Cement"; finished

with Aurora "Heat Resistant Putty", applied as directed by the manufacturers with No. 19 gauge $\frac{3}{4}$ inch mesh wire screen with $\frac{1}{2}$ inch spacing ribs and with standard $\frac{3}{8}$ -inch stove bolts set staggered on approximately six (6) inch centers, extended through mesh and through cast-iron liner, through rear baffle plate and through metal or surface thus to be protected, or other approved equal materials. Wire mesh shall be secured with suitable tie-wires to angles provided on shell in rear combustion chamber.

- B. The cast iron liners of fire-doors of oil fired boilers shall also be protected with plastic refractory, wire mesh screen bolts, etc., as specified above in Paragraph A. Before applying refractory to fire doors, the cone at observation port shall be provided with a layer of paper around the seam, as directed, to provide space for expansion when paper burns out.
- C. Expansion joints shall be provided in the plastic refractory linings of boiler doors by means of full length horizontal and vertical saw cuts through such linings. Fire door linings shall have one horizontal and one vertical cut, each running through the centerline of the observation port cone. Flue door linings shall have three horizontal and two vertical cuts, equally spaced.

3.05 Ductwork Insulation

- A. Ductwork shall be insulated in accordance with the following:
 - 1. Heating supply ductwork shall be insulated in its entirety, starting at the discharge of the fan (or blower unit) and terminating at the grille or diffuser, excepting ductwork exposed in the room it supplies. When heating supply ductwork is installed within a hung ceiling any part of which is under a roof, the ductwork shall be insulated for its entire run within that hung ceiling. Heating supply ducts within other hung ceilings or within furred spaces in the interior of the building shall not be insulated.
 - 2. Supply and return ductwork for air conditioning systems shall be insulated in its entirety from the fans (or blower units) to the grilles or diffusers. Re-circulation ductwork shall be insulated, beginning at the exhaust fan discharge connection and terminating at the inlet connection to the supply fan. Fans and blower units shall not be insulated.
 - 3. Outside air intake ducts shall be insulated in their entirety.
 - 4. Access doors, test hole fittings, and damper quadrants shall not be insulated except as otherwise specified. The adjoining insulation shall be neatly finished around such devices.
- B. Materials
 - 1. Board Type

- a. Fiberglass board shall be two (2) inches thick unless otherwise specified, shall have three (3) pound minimum density, and its thermal conductivity shall not exceed 0.23 at 75° F mean temperature. It shall have a factory applied facing of aluminum foil reinforced with fiberglass yarn mesh and laminated to 40-pound kraft paper which has been chemically treated to give it the permanent flame spread and smoke-developed characteristics required. The use of plain (unfaced) fiberglass board on ductwork serving only as heating supply ducts is also acceptable. Fiberglass board shall be used to insulate ductwork specified in the work order which is not concealed. Fiberglass board shall also be used to insulate ductwork which is installed in fan or equipment rooms or spaces.

2. Flexible Type

- a. Flexible (blanket) type fiberglass duct insulation shall be two (2) inches thick unless otherwise specified, shall have one (1) pound nominal density, and its thermal conductivity shall not exceed 0.29 at 75° F mean temperature. It shall have the factory applied foil-reinforced Kraft facing specified for fiberglass board. Flexible type duct insulation shall be used to insulate ductwork, which is installed in concealed spaces (hung ceilings, furred spaces, pipe and duct spaces, crawl spaces and tunnels).

3. Facing and Finishing

a. Exposed Ducts

Insulation on ductwork exposed to view in boiler room, boiler room area, classrooms, corridors, custodian's workshop, equipment room, instructional areas, offices, receiving room, and finished spaces shall have a facing or finish as specified herein. (For the purpose of this paragraph, "finished spaces" shall be understood to mean those spaces which have plaster, tile or "special coating" finished walls).

Insulation on ductwork not concealed shall be reinforced with metal corner beads and shall have a glass cloth finish installed in the following manner. Brush a full coat of lagging adhesive on all surfaces of the ductwork insulation. Embed glass cloth in the wet coating, smoothing to avoid wrinkles. Overlap cloth seams 4 inches, locating seams so as to be hidden from view, wherever practicable. Apply a second coat of lagging adhesive.

b. Concealed Ducts.

Insulation on ductwork installed within pipe and duct spaces, hung ceilings, furred spaces, or pipe tunnels shall have no additional finishing, other than the foil-reinforced kraft facing.

c. Methods of Installation

1) Installation of Board Type Insulation

- a) Insulation shall be applied with edges tightly butted. It shall be secured to pins welded to the duct or on stick clips, and secured with speed clips fixed over the pins. Pins shall be cut off close to speed clips. On horizontal ducts, pins shall be spaced not less than one per square foot for the bottom surface, and not less than one per two square feet on the side and top surface. On vertical ducts, the pins shall be spaced not less than one clip per two square feet of duct surface. For faced insulation, point all joints and cracks with vapor barrier coating, and seal all-joints and speed clips with a three (3) inch wide strip of foil-reinforced-Kraft facing adhered with insulation adhesive. The same use of pressure sensitive tape of the same facing material also is acceptable for this purpose.
- b) Where, because of space or size restrictions, the welded pin method cannot be used, the use of the stick clips will be approved or the insulation shall be secured to the duct with insulation adhesive.

The adhesive shall cover the entire surface of the sheet metal when application to top and sides with a minimum of 50% coverage. Insulation shall be additionally secured with No. 16-gauge soft annealed galvanized steel wire on not more than twelve (12) inch centers. Continuous metal corner angels shall be used to protect edges of the insulation.

2) Installation of Flexible Type Insulation

Flexible type insulation shall be cut slightly longer than the perimeter of the duct to insure full thickness at corners. Insulation shall be applied with edges tightly butted, and it shall be secured with insulation adhesive. Adhesive shall be applied so that the insulation conforms to duct surfaces uniformly and firmly. Insulation shall be additionally secured with No. 16-gauge soft annealed galvanized steel wire at not more than twelve (12) inch centers. When the width of a horizontal duct is forty-eight (48) inches or more, the insulation shall also be fastened with welded pins or stick clips spaced on twenty-four (24) inch centers on the bottom surface of the duct. All joints and clips shall be taped and sealed with three (3) inch

wide strips of foil-reinforced Kraft facing applied with insulation adhesive. The use of pressure sensitive tape of the same facing material also is acceptable for this purpose.

3.06 Condensate Receiving Tank Insulation

- A. The condensate receiving tank of a boiler feed system shall be insulated in the manner specified herein. All surfaces of the tank shall be clean and dry.
- B. Insulation consist of 1- ½ -inch thick asbestos free calcium silicate block, with vertical joints staggered and held in place with No. 16 gauge galvanized steel wire. Wire shall be secured to holes in insulation bars provided for this purpose on the tank. Over the insulation block shall be applied two (2) inch mesh hexagonal galvanized wire netting and a ½-inch thick coating of insulating and finishing cement, troweled to a smooth, hard finish.

3.07 Insulation for Outdoor Ductwork

- A. Outdoor ductwork shall be insulated with board type insulation having a vapor barrier facing. After the insulation has been installed, it shall be coated with a 1/8-inch thick layer of fire retardant vinyl acrylic insulation mastic (the equal of Cadalon 500, manufactured by Epolux Mfr. Co.). Into this layer of mastic, embed 10 X 10 mesh glass fabric. Over the fabric, apply another 1/8-inch thick layer of insulation mastic, troweled to a smooth finish.

3.08 Insulation for Heat Exchangers

- A. Heat exchangers (hot water converters, etc.) shall be insulated in the same manner as specified for condensate receiving tank.

3.09 Insulation for Water Circulating Pumps

- A. Water circulating pumps shall be insulated in the manner specified herein. All surfaces of the pump to be insulated shall be clean and dry. Care shall be taken to prevent the entrance of any insulating material into the pump motor, lubricating ports, venting petcocks, etc.
- B. Insulation shall be one (1) inch thick, five (5) pound density rigid fiberglass board with vapor barrier facing and shall have a thermal conductivity not exceeding 0.24 at 75° F mean temperature. Insulation shall be held in place with No. 16 gauge soft annealed galvanized steel wire. Joints and voids in the insulation shall be filled with mineral wool cement. Joints and breaks in the vapor barrier shall be sealed by applying vapor barrier coating. Finish shall consist of embedding open weave glass fabric (20 X 20) into wet coating of lagging adhesive, overlapping the seams at least two (2) inches. A finish coat of lagging adhesive shall be applied to the entire insulated surface.

3.10 Painting

- A. Boiler fronts and all fixtures and fittings on boilers are to be painted with one finished coat of aluminum paint.

3.11 Non-Asbestos Stickers

- A. Apply "Non-Asbestos" stickers to all newly installed non-asbestos insulation.
- B. Stickers will be 2" X 5" supplied by Contractor subject to approval of NHCC Corporation.
- C. Stickers to be applied as follows:
 - 1. One (1) each on front and rear boilers.
 - 2. Two (2) each on sides of boilers.
 - 3. Every twenty (20) feet on complete runs of new pipe insulation.
 - 4. On new sections of pipe insulation less than twenty (20) feet long. Ends of run to be marked with blue cloth tape.

[End of Section]

SECTION X
ENCLOSURE

PART 1 – GENERAL

1.01 Description

- A. Work includes all labor, equipment, materials, etc., for gypsum drywall, acoustic tile, and accessories complete in place on acoustic plaster walls, ceilings, around columns, beams, etc., and other locations specified herein, and as needed to complete a proper installation.

1.02 Quality Assurance

- A. Qualifications of Manufacturer

Products used in the work of this Section shall be produced by manufacturers regularly engaged in manufacture of similar items and with a history of successful production acceptable to NHCC.

- B. Qualifications of Installers

Use adequate numbers of skilled workman who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.03 Submittals

- A. General

1. Submit shop drawings of proposed installation details for approval prior to start of work.

- B. Product Data

1. The manufacturer's recommended installation procedures, and shop drawings, when approved by NHCC, will become the basis for inspecting and accepting or rejecting actual installation used on the work.

- C. Fire Rating

1. All materials used must be accompanied fire rating certification. Only fire rated gypsum board, acoustic tile, and accessories may be used in buildings.

1.04 , Product Handling

A. Delivery and Storage

1. Deliver all materials to the job site in their original unopened containers with all labels intact and legible at time of use. Store in strict accordance with the manufacturer's recommendations and as approved by NHCC.

B. Protection

1. Use all means necessary to protect materials of this Section before, during, and after installation and to protect installed work and materials.

C. Replacement

1. In the event of damage, immediately make all repairs and replacements necessary to the satisfaction of NHCC and at no additional cost to NHCC.

PART 2 – PRODUCTS

2.01 Gypsum Wallboard

A. General

1. Comply with Federal Specification SS-L-30, type 111, Class 1, Style 3, taper-edged, and of the grade and form specified below, in forty-eight (48) inch widths and in such lengths as will result in the minimum of joints.

B. Fire Rating

1. Minimum of 5/8" thick fire rated gypsum board.

2.02 Jointing System

- A. The jointing system shall include reinforcing tape and compound designed as a system to be used together and shall be only as recommended by the manufacturer of the gypsum wallboard used. Jointing compound may be used for finishing if so recommended by the manufacturer. Jointing compound shall be Asbestos Free.

2.03 Fastening Devices

- A. Toggle Bolts – 3/16 inch diameter, galvanized steel.
- B. Washers – 1-1/4" O.C., 0.062" thick, galvanized steel.

2.04 Water for Joint Compound

- A. If the approved jointing system requires job-addition of water, use only clean and potable for that purpose.

2.05 Sealant

- A. Sealant shall be single component rubber based compound conforming to Federal Specifications TT-S-00230, or equal, as approved by NHCC.

2.06 Acoustical Tile

- A. Material for ceiling surfaces which are less than 8'-0" above finished floor and/or wall surfaces, any part of which, is less than 8'-0" above finished floor shall be as specified in the following.

1. Tiles to be 12" X 12" X 3/4" thick, beveled edged, with all ancillary materials required for glued-on installation.
2. Acoustical tile shall be non-combustible (Flame Spread 0-25), Class 'A' rating and shall contain NO ASBESTOS FIBERS.
3. Sound Transmission Class (STC) range to be 45-49.
4. Noise Reduction Coefficient (NRC) range to be 0.50-0.60.
5. Light Reflectance shall be 'A' rating (75%+).
6. Approved Products.
 - a) Conwed, Rock Face #55375
 - b) Or approved equal

- B. Material for ceiling surfaces which are 8'-0" or more above finish floor and/or wall surfaces which are no lower than 8'-0" above finish floor shall be as specified in the following:

1. Tiles to be 12" X 12" X 3/4" thick, square edged, with all ancillary materials required for glued-on installation.
2. Acoustical tile shall be non-combustible (Flame Spread 0-25). Class "A" rating and shall contain NO ASBESTOS FIBERS.
3. Sound Transmission Class (STC) range to be 35-39.
4. Noise Reduction Coefficient (NRC) range to be 0-60-0.70.
5. Light Reflectance shall be a "A" rating (75%+).

6. Approved Products

- a. Armstrong Cork Company, Fissured #554 "Travertone".
- b. Conwed Corp., Natural fissured #55-428
- c. U.S. Gypsum, Acoustone F.
- d. Celotex, Natural Fissured, Celotone #MF416
- e. or approved equal in physical characteristics as specified above and with a pattern to match existing if required.

2.07 Splines

- A. Full length fiber splines shall be inserted in all four (4) kerfed edges.

2.08 Adhesive

- A. W. W. Henry Co., fire resistant "Acousti-Gum" latex acoustical tile adhesive #237 or equal as approved by NHCC Corporation.

2.09 Edge Trim

- A. Edge trim (angle edging) shall be 1" X 1" white factory finished, steel angles, or of a size required to conceal exposed edges of gypsum boards or acoustic tiles, as manufactured by Acoustical Ceiling Accessories, or equal as approved by the NHCC.

2.10 Other Materials

- A. All other materials, not specifically described but required to a complete and proper installation of the work of this section, shall be as selected by the Contractor subject to the approval of NHCC.

PART 3 – EXECUTION

3.01 Work Protection

- A. During the execution of the work of this Section, all workers must wear personal protective equipment and clothing as required by all applicable codes, rules and regulations.

3.02 Installation of Gypsum Board

- A. General: Install the gypsum wallboard with the separate boards in moderate contact but not forced into place. Stagger the boards so that corners of any four boards will not meet at a common point.

- B. Only double 5/8" thick fire rated gypsum board installation will be permitted and joints cannot overlap.
- C. Remove surface mounted items such as at locations where duct work ends, at an air diffuser, access cover or grille in acoustic plaster. Remove grilles, diffusers, covers, etc., and re-install flush with new surface. Spackle all openings in the back plate of surface mounted fixtures, where existing plaster is not covered by new acoustic material.
- D. Where existing lighting fixtures, air diffusers, etc., are mounted upon an existing plaster ring or boss, it is the Contractor's option to either remove the plaster ring or boss, or bring the sheetrock up to the plaster ring and cover with the acoustic tile. If removed, a metal ring will be seen. The metal ring shall remain in place and be impressed into the gypsum panel. Scrape panel in contact with ring, if necessary, to reduce panel thickness.
- E. The removal and re-installation of electrical fixtures shall be part of this contract.

NOTE: This work must be performed by a licensed Electrician. The cost thereof is deemed included in the unit price bid, as is the cost of any temporary lighting work required.

1. Carefully remove all fixtures from ceiling.
 2. Thoroughly wash down all fixture surfaces, grilles, and lamps with damp cloth. These cloths shall be treated as contaminated waste and disposed of as specified elsewhere in these specifications.
 3. Store all removed fixtures, grilles and lamps in an area designated by NHCC Corporation.
 4. Provide temporary light and power, (min. 100 watt bulbs with guards). maintain until permanent lighting is re-installed. Remove all temporary lighting upon completion of work.
 5. Provide and install all necessary extensions to electrical boxes within new acoustical ceiling, to bring boxes flush with finished ceiling.
 6. Fixtures shall be re-installed in their locations, shim to allow 1/2" clearance between surface mounted fixtures and new ceiling, leaving them in proper working order.
- F. Perform all sheet metal work necessary to extend the collar of air diffusers, in order that new acoustic tile will be covered by edge of air diffusers when re-installed. Trim around access doors.
 - G. Ceilings and Walls

1. Install the gypsum wallboard to ceilings with the long dimension of the wallboard at right angles to the supporting members, except that wallboard may be installed with long dimension parallel to supporting members that are spaced 16" inch on center when attachment members are provided at end joints. All electrical fixtures, air diffusers, and other built-in fixtures or items must be temporarily removed or adjusted to allow gypsum board to continue behind them. Gypsum board may be cut around access doors.

H. Attaching

1. Attach gypsum wallboard to wire lath ceilings with toggle bolts and washers.
2. Attached to concrete with expansion bolts or metal "Z" furring channels (minimum 26 gauge hot dipped galvanized) 24" on centers with Type S "Bugle Head" screws.
3. Attachment to walls shall be with toggle or expansion bolts and washers.
4. Spacing 20" O.C. perpendicular and 22" O.C. parallel with major axis of panel and more than 4" from edge panel.

I. Caulking

1. Caulk entire perimeter edging of gypsum wallboard where it abuts non-gypsum surfaces, to thoroughly seal off asbestos containing material.
2. Use sealant specified in paragraph 2.05.
3. Clean adjoining surfaces which have become soiled with sealant.

3.03 Joint Treatment

A. General

1. Inspect all areas to be joint treated, ascertaining that the gypsum wallboard fits snugly against supporting framework.
2. In areas joint treatment and compound finishing will be performed, maintain a temperature of not less than 55° F for 24 hours prior to commencing treatment, for the entire period of treatment, and until joint and finishing compounds have dried.
3. Provide an minimum drying time of 24 hours prior to the application of acoustic tile.

B. Embedding compound

1. Apply to gypsum wallboard joint in a thin uniform layer. Spread the compound not less than 3" wide at joints, center the reinforcing tape in the joint, and embed the tape in the compound. Then spread a thin layer of compound over the tape.

3.04 Installation of Acoustic Tile

A. Inspection

1. Examine surfaces of gypsum wallboard prior to installing acoustic tile. Do not proceed until unsatisfactory conditions have been corrected.

B. General

1. Install all materials in strict accordance with the manufacturer's recommendations as approved by NHCC Corporation, anchoring all components firmly into position.

C. Layout

1. Tiles shall be centered about center lines of rooms, corridors, and/or wall surfaces where they are to be installed.

D. Cutting

1. Cutting tiles as required at perimeter surfaces to be contained and around access doors. Tile is to be continued behind electrical fixtures, air diffusers and other built-in items.

E. Trim

1. Install trim (angle edging) around entire perimeter of room or wall panel, and wherever cut edges of tile are exposed.

F. Appearance

1. On completion, acoustic tile ceiling shall present a uniform plane surface, free of blemishes and imperfections.

3.05 Clean up

- A. In addition to the requirements of Section VI of these Specifications, use all necessary care during execution of this portion of the work to prevent scattering of gypsum wallboard scraps and dust and to prevent tracking of joint and finishing compound onto flow surfaces. At completion of each segment of installation in a room or space, promptly pick up and remove from the working area all scraps, debris, surplus material of this Section.

[End of Section]

SECTION XI

INSTALLATION OF ISOLATION WORK CHAMBERS/TENTS

PART 1 – GENERAL

1.01 Description

- A. Work includes all labor, equipment, materials, etc. for the installation of “isolation work chambers or tents” in asbestos environments, such as above ceilings, within walls, etc. Isolation work chambers or tents are needed when maintenance personnel must work to repair, replace or maintain equipment located in asbestos environments. The intent of this procedure is not to remove any ACM, but to create a work area that is asbestos-free. This can be accomplished by installing a barrier between any ACM and maintenance personnel.

1.02 Quality Assurance

- A. Qualifications of Manufacturer

Products used in the work of this Section shall be produced by manufacturers regularly engaged in manufacture of similar items and with a history of successful production acceptable to NHCC.

- B. Qualifications of Installers

Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.03 Submittals

- A. General

1. Submit shop drawings of proposed installation details for approval prior to start of work.

- B. Product Data

1. The manufacturer’s recommended installation procedures, and shop drawings, when approved by NHCC, will become the basis for inspecting and accepting or rejecting actual installation used on the work.

1.04 Product Handling

- A. Delivery and Storage

1. Deliver all materials to the job site in their original unopened containers with all labels intact and legible at time of use. Store in strict accordance with the manufacturer's recommendations and as approved by NHCC.
- B. Protection
1. Use all means necessary to protect materials of this Section before, during, and after installation and to protect installed work and materials.
- C. Replacement
1. In the event of damage, immediately make all repairs and replacements necessary to the satisfaction of NHCC and at no additional cost to NHCC.

PART 2 – PRODUCTS

2.01 Fire retardant 6 mil poly sheeting, shall be utilized by the Contractor subject to the approval of NHCC.

2.02 Other Materials

A. All other materials, not specifically described but required to a complete and proper installation of the work of this section, shall be as selected by the Contractor subject to the approval of NHCC **PART 3 – EXECUTION**

3.01 Work Protection

A. During the execution of the work of this Section, all workers must wear personal protective equipment and clothing as required by all applicable codes, rules and regulations. All OSHA asbestos work procedures, for the installation of fire retardant 6 mil plastic barrier sheeting, above ceilings, within walls, etc., must be followed.

3.02 Installation of Poly Sheeting Chambers or Tents

A. The work procedures to be used for the installation of this barrier poly sheeting include:

- OSHA 29 CFR 1910.134 Respiratory Protection
- OSHA 29 CFR 1910.1001 General Industry – Asbestos
- OSHA 29 CFR 1910.1200 Hazard Communication
- OSHA 29 CFR 1910.1101 Construction Industry – Asbestos
- EPA 40 CFR Part 61 General Provisions SubPart A
- EPA 40 CFR Part 61 National Emission Standards SubPart M – Asbestos
- New York State Industrial Code Rule 56

B. Procedure for installation of fire retardant 6 mil poly sheeting chambers or tents above ceilings, etc.

1. Only certified asbestos personnel will be allowed in the work area and conduct the installation of the poly sheeting barrier.
2. There will be no disturbance of the fireproofing material. Poly sheeting will not be attached in any way to the fireproofing material.
3. Workers will utilize personal protective equipment (PPE) and follow any applicable safety regulations associated with such a project.
4. A chamber or tent will be constructed of one layer of fire retardant 6 mil poly sheeting and will be built up to and attached to the ceiling.
5. Workers will install a fire retardant 6 mil poly sheeting barrier above the ceiling utilizing spray glue and duct tape.
6. The poly-sheeting barrier will be made air tight both above and below the ceiling.
7. The procedure for removal of the chambers or tents shall be the reverse of the installation procedure.
8. NHCC Corporation shall conduct asbestos air monitoring when required.

3.03 Clean up

- A. In addition to the requirements of Section VI of these Specifications, use all necessary care during execution of this portion of the work to prevent scattering of scraps and dust and to prevent tracking onto flow surfaces. At completion of each segment of installation in a room or space, promptly pick up and remove from the working area all scraps, debris, surplus material of this Section.

[End of Section]

SECTION XII

MOBILE CONTROL CUBE

PART 1 – GENERAL

1.0 Definition

A “Mobile Control Cube” is a completely self-contained ceiling access system that provides a mobile workspace. It has an internal HEPA-filtered, negative air machine and provides a high level of dust or infection control through containment and HEPA-filtration.

PART 2 – REQUIREMENT

2.0 Requirement

A minimum of one “Mobile Control Cube” must be provided for NHCC. The “Mobile Control Cube” shall be available for use by the Contractor as well as representatives from NHCC. The Contractor shall be responsible for the maintenance and repair of the “Mobile Control Cube” including, but not limited to replacing and disposing of any filters.

PART 3 – SPECIFICATIONS

3.0 Specifications

The Mobile Control Cube must:

- 3.01 Create negative air pressure that captures and filters any dust or contaminants that might be stirred up from work above the ceiling, preventing these contaminants from being released into the air.
- 3.02 Provide air filtration, minimizing airborne particles and help protect patients, visitors and staff from infections.
- 3.03 Have an integrated Negative Air Machine that is certified at an Air Cleanliness Level of 99.97% or .3 microns.
- 3.04 Be mobile, capable of being rolled to a location in the event of emergency work or simply to inspect above ceilings.
- 3.05 Pass through a standard 30-inch door opening.
- 3.06 Be constructed with a reinforced fire-retardant enclosure supported by a corrosion-resistant metal frame.
- 3.07 Be capable of reaching ceilings that are 10-feet in height.

[End of Section]