

Yale University Library Preservation Department

Request for Proposal (RFP) Mold Remediation from Collections and Stacks Seeley G. Mudd Library

SECTION 1: Document Purpose

- 1.1 Yale University Library intends to define the specifications and requirements for, and solicit cost estimates from, prospective Contractors for mold remediation from collections located at the Seeley G. Mudd Library. The Contractor's response and any mutually-agreed upon modifications will be later incorporated into the contract between Yale University Library and the successful Contractor.
- 1.2 The Yale University Library seeks proposals from firms in a position to remediate mold from approximately 77,000 volumes and its accompanying shelving. These volumes are located at the Seeley G. Mudd Library (referred to hereafter as "Mudd") at the corner of Sachem Street and Mansfield Street in New Haven, Connecticut.
- 1.3 **Issuing Office**
This RFP is issued by Yale University Library, referred to hereafter as "the Library". The Library is responsible for the requirements specified in this RFP and for the evaluation of all proposals.
- 1.4 **Background Information**
The area of the project is the basement level of the Mudd Library. Water runoff from a condensate pan in the HVAC system, in conjunction with poor environmental controls, has resulted in mold growth in one quadrant of the basement and one area on the second floor. The Mudd Library will be undergoing a renovation to create a new space for the Social Science Library collections and staff. This mold removal needs to happen in the near future so that the collections may be processed and moved from their current location.

SECTION 2: Required Services

- 2.1 **Project Overview**
The project will involve removing mold from books, other collection materials (pamphlets, pamphlet boxes, and other vertically-shelved items) and shelves in the Mudd Library basement stacks and in one small area of folios on the second floor (four ranges). The overall affected collection comprises approximately 77,000 volumes housed in the Mudd Library basement and second floor. There are approximately 6,600 linear feet of steel shelves that need to be cleaned for this project. Each section of shelving (one shelf wide, floor to ceiling) has an average of 10 shelves. The areas affected are in the "W" and the "O" classes: WC, WB, WA (basement) and O folios (second floor) located in the northern quadrant of

the building. Appendix A provides more details on the layout of the basement stacks to be cleaned in this project. The second floor stacks layout plan is not included because it is a very small area consisting of approximately 20 shelves that needs mold remediation. The project period will not exceed six months, beginning November 2008 and ending as late as April 2009.

- 2.1.1 Shelving: The types of shelving that exist at Mudd are standard, open, steel library shelving, each shelf being approximately 3' long, 4-8 tiered shelving, with maximum height of the shelving at 105" tall, with aisle widths at 22" and narrower in some areas.
- 2.2 General Statement of Responsibility: The Contractor is responsible for all supervision, labor, materials, supplies, and equipment to execute all services discussed in this RFP. Work shall be performed in a professional and timely manner. The Contractor may not use any of the Library's equipment or personnel except as specifically provided for in this RFP.
- 2.3 Time Frame
 - 2.3.1 The start date is the week of November 4, 2008.
 - 2.3.2 Hours of operation for Mudd: Monday through Friday 8:30am - 4:45pm. This project may not be conducted outside these hours of operation.
- 2.4 Mold Remediation Methods
 - 2.4.1 Collection Materials. Collection materials must be handled carefully during cleaning process to prevent damage. The Contractor must outline equipment used to remove mold from the collections, and the methods used to remove mold from collection items and shelving to ensure their protection from any immediate damage (e.g. shock, falls, damaged bindings). The Contractor will provide samples and/or specifications on the cleaning equipment and materials used for the project, if necessary. If proprietary names are used in the descriptions, the Contractor will provide more detail so that composition of the material is known. For example, "Ziploc bags" should read "polyethylene food-grade zipper bags".
- 2.5 Marking Methods: The Contractor shall indicate what type of system is used to track the progress of cleaning the collections (e.g. adhesive labels, tags). The system proposed shall not cause permanent damage or leave a residue on Library furniture. The Contractor is responsible for removing any residue or repairing any damage caused by adhesive labels or marking materials. No adhesive labels or tags shall be applied directly to collection materials under any circumstances.
- 2.6 Continuous and Diligent Effort: The Contractor shall state in writing that the staff and equipment designated for the Mudd project shall not be assigned to any other client or project until the Mudd project is completed.

- 2.7 Involvement of the Library's Staff: The primary contact person for this project will be Roberta Pilette, Head of the Preservation Department. Library staff that will be involved directly are Tara Kennedy, Preservation Field Services Librarian as Library Project Manager, and select Mudd Access Services staff.
- 2.8 Quality Control: The Library requires a thorough cleaning of volumes in this project. The Contractor will provide a plan for accessing the thoroughness of the cleaning. Library staff will also conduct random sampling of completed sections. Any rework will be the responsibility of the contractor at no additional cost. Threshold cleanliness will be set as part of the contract.
- 2.8.1 This sampling will occur frequently in the early stages of the project in order to uncover any problems that will require modifications to the process. This will also provide the data necessary to adjust the estimates and timing numbers for the project.
- 2.9 Contractor Staff:
- 2.9.1 The Contractor will need to supply information about the Contractor's staff that will organize and execute the mold remediation project of Mudd Library.
- 2.9.2 The Contractor shall name the Contractor's Project Manager to have overall responsibility for the project and communication with the Library through the Preservation Field Services Librarian. The Contractor's Project Manager shall be onsite for the entire duration of the project and shall direct all work by the Contractor. If the Contractor's Project Manager needs to leave the site for any period of time, another competent Manager or Supervisor shall be appointed (with the Library notified in advance). The Contractor shall supply the name(s), resume(s) including a list of mold remediation projects the person(s) has been recently involved in, and a list of references.
- 2.9.3 The Contractor shall designate the other mold remediation staff that will be involved in the project, including number of personnel expected for the duration of the project. The Contractor shall disclose whether permanent staff will be used for the project, or if individuals will be hired locally. The Contractor shall describe in detail their screening and training procedures so that the Library may determine the skill level of the individuals being hired and/or being used for the project. The Contractor will perform background checks on the individuals hired for the project.
- 2.9.4 The Library will provide instructions for the successful Contractor to get Contractor Identification for all mold remediation staff. The mold remediation staff must wear clothing or some other means that immediately identifies the individual as working for the Contractor.

- 2.9.5 The Library has a food and drink policy which restricts consumption of food and beverages, except in designated areas. The Contractor is not exempt from this rule. In addition, no smoking or loud radios are allowed at the project site (inside the library).
- 2.9.6 While at any Yale location, Contractor's personnel, agents, and subcontractors shall comply with all reasonable requests, standard rules, and regulations of Yale communicated to Contractor regarding personal and professional conduct, including without limitation any security or privacy requirements, and shall otherwise conduct themselves in a businesslike manner.
- 2.9.7 The Library reserves the right to require the immediate removal or dismissal of any of the Contractor's staff if it is in the Library's best judgment that their presence is not in the best interest of the Library or the project.
- 2.10 Coordination of Work with Other Agents: If other Contractors are working onsite, the Contractor shall cooperate in coordinating with the other Contractors to ensure that all Contractors are able to perform their assigned tasks.
- 2.11 Elevator Access at Mudd:
- 2.11.1 The Contractor shall be responsible for operating the elevator within the specified weight limits. The Library is responsible for keeping the elevator in good working order and to ensure repairs are performed quickly if necessary. The Library shall perform pre- and post-project inspections on the elevator to make certain that no damage beyond normal wear and tear has occurred. The Contractor will be responsible for the repair of any damage to the elevator beyond normal wear and tear.
- 2.11.2 The dimensions of the elevator cab at Mudd are L 79" x W 65.5" x H 89" with an elevator doorway opening of 46" x 83.5".
- 2.11.3 The load limit of the elevator at Mudd is 3500 lbs.
- 2.12 Pre-Cost Estimate Tour: The potential Contractor is strongly encouraged to make arrangements with the Library to see Mudd and its collections.
- 2.13 Pre-Performance Conference: The successful Contractor will want to review with the Library the detailed plans for the project far enough in advance of the planned start date so that any potential problems may be corrected early.
- 2.14 Prior Conditions: The Library will schedule a pre-project and after-project walkthrough of the building with the Contractor to inspect the building for damage.

- 2.15 Site Cleanliness: The Contractor will be responsible for the prompt removal of trash generated by the project at the end of each work day. Trash generated from the mold remediation will be properly bagged, sealed and disposed. Trash disposal is the responsibility of the Contractor. The Contractor is responsible for final site cleanup at the end of the project. If the Contractors do not maintain cleanliness to the Library's satisfaction, the Library will arrange to have the site cleaned and will deduct the charges from the amount owed to the Contractor.

SECTION 3: Contractor Qualifications

- 3.1. References: The Contractor is required to submit a list of all library cleaning and mold remediation projects of similar scope and complexity completed within the past five years, and all library mold remediation projects completed within the past two years. The Contractor must submit the type of materials and numbers of linear feet and/or volumes cleaned of mold, the dates and duration of each project, any additional specific services that were performed (e.g. barcoding, shelf preparation), and the name, telephone number, and email of a library contact qualified to comment on the performance of the Contractor.
- 3.2. Financial Status: The Contractor is required to submit supporting documentation indicating that the Contractor has the financial and human resources to conduct this project. Supporting documentation may be in the form of, but is not restricted to, the company's annual report, several years of statements of income and retained earnings, and/ or the most recent balance sheet and income statement. The Contractor is required to identify the number of full-time, permanent employees.

SECTION 4: Instructions for Submission

- 4.1. Proposal: The Library asks that the Contractor include the following in its response to this request for proposal:
 - 4.1.1. The Contractor shall detail its approach to the mold remediation project according to the specifications outlined in this RFP and information provided at the pre-proposal conference and tour.
 - 4.1.2. The Contractor shall respond to every requirement contained within this RFP.
 - 4.1.3. The Contractor shall finish this request for proposal completely without reference to other documents.
 - 4.1.4. The Contractor shall have the request for proposal signed by an authorized corporate officer of the company.
 - 4.1.5. The request for proposal shall be submitted electronically.

4.1.6. The request for proposal shall be addressed to:
Roberta Pilette
Head, Preservation Department
Sterling Memorial Library
130 Wall Street
P.O. Box 208240
New Haven, CT 06520-8240
roberta.pilette@yale.edu
(203) 432-1714

4.1.7. The request for proposal shall be submitted by October 27, 2008.

- 4.2. Costs of Developing Document: The Contractor is responsible for all costs associated with developing the request for proposal, including costs associated with arranging a tour of the facilities.
- 4.3. Billing: The Contractor shall detail in its response its proposed billing schedule.
- 4.4. Taxes: Yale is generally exempt from federal, state and local taxes for purchases made in furtherance of its exempt mission, including Connecticut sales and use taxes (Permit E00015) and federal excise taxes (Exemption No. 06730237F). Contractor shall not charge Yale for any taxes in connection with the Order to the extent permitted by law. Without limiting the foregoing, Yale will not be responsible directly or indirectly (including by reimbursement to Contractor) of any property taxes assessed on any leased property under this Order. Contractor is familiar with and shall comply with the requirements applicable to claiming such exemptions. Yale shall provide copies of exemption certificates upon request.
- 4.5. Responses to the Agreement Conditions: The Contractor shall include a positive statement affirming that the terms of the agreement detailed in the RFP are understood and that any subsequent agreement will incorporate the RFP by reference.
- 4.6. Inquiries about the RFP: Contractors may request clarifications of the RFP to Roberta Pilette (contact information can be found in Section 7.1.6.). For clarification purposes, the Contractor shall specify the exact paragraph numbers and sections in their inquiry.

SECTION 5: Conditions of the Request for Proposal

- 5.1. Contractor's Responsibility for Assessment of the Extent and Difficulty of the Work. All and any maps and plans provided are the best available, but may not necessarily reflect current conditions in the designated spaces, and are subject to change. Collection calculations provided are the Library's best estimates as of October 2008. The Contractor has full responsibility for properly estimating the

difficulties and the cost of performing services required by the RFP and will not be excused from that responsibility, nor will the Library pay any extra charges associated with the Contractor's failure to become acquainted with all information concerning the services to be performed.

- 5.2. Request for Proposal: By submitting a request for proposal, the Contractor acknowledges complete understanding of and willingness to comply with all of the specifications and conditions contained within the RFP and its attachments.
- 5.3. Right to Reject Proposals: The Library reserves the right to reject any or all proposals. The Library reserves the right to check references provided and make other investigations into the qualifications of Contractors. The Library reserves the right to accept the entire proposal, the proposal for the main body of the work, or the proposal(s) for any additional or optional services, and to waive any formalities.

SECTION 6: Conditions of Agreement

- 6.1. Subsequent agreement: The conditions set forth in this section along with the response (request for proposal) shall be the basis for a subsequent agreement between the parties.
- 6.2. Protection of Library Property: The Contractor shall be responsible for maintaining a reasonable level of care and protection to ensure that the Library's premises and property shall be protected from theft, vandalism, accident, damage, or otherwise, while the Contractor is using such property or on such premise.
 - 6.2.1. The Contractor shall make every effort to protect carpets, floors, walls, and elevator doors.
 - 6.2.2. The Contractor shall not permanently disengage or dismantle anything permanently attached to Library property without prior written permission.
 - 6.2.3. The Contractor shall not disconnect any utilities.
 - 6.2.4. The Contractor shall keep the wheels of equipment free of oil, sediment, or other materials that might damage carpets or other floor coverings.
 - 6.2.5. If certain furniture and equipment need be relocated to accommodate the mold remediation, the Contractor shall be responsible for re-placing the furniture and equipment at the conclusion of the project.
- 6.3. Contractor's Insurance: Contractor shall maintain, at a minimum, insurance in the amounts and coverage described below and shall otherwise comply with the requirements described below. Contractor shall provide evidence of such insurance prior to the delivery of any goods or services to Yale.

The Contractor will have on file in the Purchasing Department at 155 Whitney Avenue current certificates of insurance before performing any work at Yale. Certificates must include the following language: “Yale University is hereby named as additional insured under this policy for all liability coverages.”

- ❑ COMMERCIAL GENERAL LIABILITY – Standard 1986 ISO (Insurance Services Office) Occurrence Form
 - Bodily Injury/Property Damage:
 - \$2,000,000 CSL (Combined Single Limit) Each Occurrence/Aggregate
 - \$2,000,000 CSL Products/Competed Operations Aggregate
 - Personal and Advertising Injury:
 - \$1,000,000 per Occurrence
- ❑ COMPREHENSIVE AUTOMOBILE LIABILITY – Including Owned, Non-Owned and Hired Vehicles
 - BODILY INJURY/PROPERTY DAMAGE:
 - \$2,000,000 CSL per Accident
- ❑ WORKER’S COMPENSATION:
 - [Connecticut] Statutory Coverage
 - Employer’s Liability:
 - \$100,000 Each Accident
 - \$500,000 Disease Policy Limit
 - \$100,000 Disease Each Employee
- ❑ UMBRELLA/EXCESS – (if appropriate) - \$5,000,000 limit of liability each occurrence and aggregate
- ❑ PROFESSIONAL LIABILITY ((if appropriate) - \$1,000,000 per person
- ❑ Yale University must be shown as Additional Insured as respects liability.
- ❑ All insurance carriers must be rated A or better in the Best Guide.
- ❑ Thirty (30) days Notice of Cancellation on all policies is required.
- ❑ Please provide a brief description of the service you provide and anticipated dates on campus.
- ❑ All Certificates should be sent to: (*Or faxed to: 203-432-7520*)

Yale University
P.O. Box 208231
New Haven, CT 06520-8231
Attn: Risk Manager

- ❑ Exclusion other than these found on the ISO Policy Form must be indicated.
 - ❑ Certificate must be signed by Agent/Broker.
- 6.4. Failure to Perform: If the Contractor does not perform the work contractually agreed to, the Contractor will be in breach of contract. As a result, monies will be withheld and/ or the contract with the Contractor will be canceled.
- 6.5. Limitation of Liability: Circumstances in which damage occurs may not be the fault of the Contractor nor the Library. Acts of God or the public enemy, war, fires, and flood will be considered out of the scope of liability for both the Contractor and the Library.
- 6.6. Contractor Liability: Damage may occur to the Library or Yale property because the Contractor or its employees acted with neglect. Without limiting Yale's rights and remedies at law or in equity, Yale reserves the right to charge Contractor for any loss, expense (including reasonable attorneys' fees) or damage sustained as a result of Contractor's failure to deliver conforming goods or services or other breach of the Order, including without limitation, expenses incurred in connection with Yale's purchase of substitute goods or services, incidental damages and consequential damages resulting from Contractor's failure or breach.
- 6.7. Indemnification: The Contractor will not hold the Library or Yale responsible for any claims, suits, demands, and liabilities caused by the Contractor's omissions or neglect and arising directly or indirectly from the contract or work performed under the contract.
- 6.8. Accident Reports: The Library and Yale ask that the Contractor provide copies of any accident reports related to the performance of the mold remediation project. These may be given to the Library Project Manager.
- 6.9. Independent Contractor: The Library and Yale do not recognize the Contractor and its employees as employees of the Library or Yale.
- 6.10. Compliance with Laws: Contractor represents and warrants that, in the services to be delivered pursuant hereto, and in the provision of services hereunder, Contractor has complied with all applicable federal, state, and municipal laws and regulations, including, without limitation, (a) all such laws and regulations pertaining to health, safety and environmental standards, (b) all such laws and regulations pertaining to design, manufacture, testing, labeling, and transportation of such goods, and (c) all such laws and regulations pertaining to affirmative action, nondiscrimination, and equal opportunity, including without limitation, the requirements of the Fair Labor Standards Act of 1938, as amended, and the rules

and regulations of the Secretary of Labor issued pursuant to Executive Order Number 11246 of September 24, 1965.

- 6.11. Labor Agreements: The Contractor is responsible for negotiating all labor agreements relating to the mold remediation project. No strike or other labor dispute or shortage at Yale shall mitigate Contractor's obligations hereunder.
- 6.12. Compliance with Applicable Rules and Regulations: The Contractor should keep itself informed of, comply with, and be familiar with all relevant laws and ordinances, and be responsible for any damages arising from failure to do so.
- 6.13. Non-Assignability: The Contractor may only enter into subcontracts with the Library's prior written permission, and that the existence of any subcontracts shall not release or reduce the Contractor's liability for any breach of contract.
- 6.14. Severability: If any provision of the contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
- 6.15. Waiver: No waiver by Yale or the Library of any provision of the contract or any breach hereunder shall be deemed a waiver of any other provision or subsequent breach, nor shall any such waiver constitute a continuing waiver. Delay or failure of Yale or the Library to insist on strict performance of any provision of the contract or to exercise any rights or remedies hereunder shall not be deemed a waiver.
- 6.16. Notices: Formal written notices are to be conveyed by email and can be followed up with a paper copy sent through US Mail, if requested.
- 6.17. Fees, Permits, Licenses: The Contractor is responsible for acquiring any permits or licenses, as necessary.
- 6.18. Governing Law: All matters arising under or related to the contract shall be construed and enforced in accordance with the laws of the State of Connecticut, without regard to conflicts of law rules.
- 6.19. Entire Agreement: The agreement and incorporated documents comprise the entire understanding between the Library, Yale, and the Contractor, and that this understanding can only be changed in a document signed by both parties.

Appendix A: Collection Layout Plans for Mudd Library Basement
 All rows in bright yellow are contaminated with mold.

