

FASHION INSTITUTE OF TECHNOLOGY

REQUEST FOR PROPOSAL (RFP)

Notice to Firms

FIT Foundation Gala Event Producer

RFP# C1528

Sealed proposals which must include the entire package for the above work located on the FIT campus will be received by:

FIT Purchasing Department Office located at 333 Seventh Avenue, 16th Floor, New York, NY 10001-5992 (Tel: 212-217-3630)

Each proposal must be sent in digital and hard copy and identified, on the outside of the envelope, with the name and address of the firm and designated as proposal for the project titled above. When a sealed proposal is placed inside another delivery jacket, the proposal delivery jacket must be clearly marked on the outside:

**“RFP C1528
FOR FIT GALA EVENT PRODUCER
TO BE OPENED ONLY BY AUTHORIZED OFFICIAL” and
“ATTENTION: WALTER WINTER, PURCHASING OFFICE”**

The Fashion Institute of Technology will not be responsible for improper delivery of proposals that do not comply with these instructions. Late proposals will be returned unopened.

Only those proposals received at FIT Purchasing Office, on or before, 1:00 PM, on, January 24, 2022 will be considered.

FASHION INSTITUTE OF TECHNOLOGY

REQUEST FOR PROPOSAL (RFP)

FIT Foundation Gala Event Producer RFP# RFP# C1528

SCHEDULE

RFP Release Date December 27, 2021

Written questions may be submitted to Purchasing Office via email: Purchasingbids@fitnyc.edu. Answers will be provided to all firms in a timely manner.

Last day for receipt of written questions	January 7, 2022 by 3:00 PM
Proposal Due Date	January 24, 2022 on or before 1:00PM
Commencement of Work	Within 5 days of award

The Terms as contained in Section V of this RFP together with the Terms and Conditions attached hereto shall be incorporated into a final agreement (the “Contract”) that shall be delivered by FIT Foundation to the successful event planner upon award.

INTRODUCTION

- A. The Fashion Institute of Technology (“FIT” or “College”), a community college of art and design, business and technology of the State University of New York, currently has an enrollment of approximately 10,000 students; approximately 6,500 students study full time and another 3,500 take part-time classes. Located in the Chelsea area of Manhattan, FIT’s facilities are composed of a twelve-building complex containing administrative offices, classrooms, computer labs, and studios. The campus also includes the FIT Foundation (hereinafter, “FIT Foundation”).
- B. FIT Foundation seeks to engage the services of an experienced and highly creative event producer, hereinafter known as the (“Firm”), to produce the 2022 FIT Annual Awards Gala on April 13, 2022 at the Tisch Skylights located at The Shed, 545 West 30th Street, between 10th-11th Avenues. The ideal Firm will have a proven record of innovation in event production for non-profit galas. Firm will work closely with FIT Foundation team members and be charged with providing start-to-finish production design and event management services for the Gala which is expected to draw between 300-350 attendees and has a production budget of \$300,000. The Firm must be familiar with current non-profit gala standards, rules and practices, specifically as they relate to innovation and fundraising at events. In addition, the Firm provides input and coordinates with the special events team and sub-committees. In general, the gala will be held on April 13, 2022 with work leading up to and post event as required.

Firm must have a unique vision for this annual event and be able to craft a design that echoes a chosen conceptual theme. Firm must have extensive knowledge of all New York City fire and safety codes and all required permits or compliance standards.

I. REQUIREMENTS

- A. All Firms shall meet the following requirements and furnish all necessary information with the Proposal. Submit one (1) digital and four (4) complete hard copies of the Proposal. Failure to comply with these requirements shall be grounds for rejection of your Proposal. FIT reserves the right to determine that a Firm has substantially met all the requirements of the RFP and/or ask for additional information. Those items for which Firm has or asserts proprietary rights, or which must remain confidential per the terms of any prior contract, shall be clearly indicated. Submission of Proposal shall be deemed to grant FIT the right to utilize submissions in any way, with or without prior notice. Absent affirmative assertion, the College reserves such right to use.

Proposals shall be submitted on or before January 24, 2022 by 1:00PM, to:

**WALTER WINTER
DIRECTOR OF PROCUREMENT SERVICES
FIT PURCHASING OFFICE
333 SEVENTH AVENUE, 15TH FLOOR
NEW YORK, NY 10001**

- B. Firm shall provide a comprehensive and complete proposal with individual sections. Each section shall be tabbed and organized in the sections detailed below. Each section shall contain, at a minimum, the information described below.

Firms shall provide with its Proposal:

1. Overview

- a) FIT Foundation requires a Firm who can demonstrate that they have more than ten (10) years of experience in gala planning in NYC, specifically within a large non-profit or academic institution, such as FIT.
- b) The ideal Firm must demonstrate experience with:
- a. Venue Requirements and Procedures
 - b. Cost Management (Union Labor, Permits, COI, etc.)
 - c. Management of VIP's, Celebrities, etc.
 - d. Design, Visual & Creative Concepts

- e. Pre-Event Logistics (Weekly meetings, provide timelines, check in, Covid protocol, etc.)
 - f. Production and Execution of Event
 - g. A/V, Video, Music, Videography & Photography
 - h. On Site Event Management (lighting, etc.)
 - i. After Party Creative Concept & Logistics
 - j. Seating Management
 - k. Assist with Event Rental Needs (furniture, decor, florals, etc.)
 - l. Stage Design
 - m. Stage and Program Management
- c) The ideal Firm must understand sponsorship requirements. They must ensure that packages are fulfilled appropriately. Provide professional and timely accommodation for sponsors at all levels.
- d) Staff of Firm must be physically able to work on and safely maneuver any necessary equipment. Firm must have met all state and city safety requirements and be up-to-date with all safety standards. Firm must also be insured and certified as required.

2. Similar Experience and References

The Firm must provide a list of other clients, for whom the Firm has provided gala production services, with special reference to include detailed information for a minimum of three (3) references providing project description, project budget, contact person, title and phone number.

II. FEE PROPOSAL

Firm must provide a flat fee proposal in accordance with the attached Proposal Analysis Sheet. Not to include percentages or negotiated rates.

III. EVALUATION CRITERIA

A. A committee will use the following criteria to evaluate the Proposals, which meet the requirements of these specifications.

1. Range of Business Services and Qualifications	30%
2. Similar Experience and References	40%
3. Cost	20%
4. Interview or Oral Presentation	10%

- B. FIT Foundation reserves the right to award the contract to the Firm with the highest score on criteria one (1) through three (3) listed above in Section III A., or to interview the Firm with the highest score on criteria one (1) through three (3). In the latter case, FIT Foundation will award the Contract to the Firm(s) with the highest scores on criteria on (1) through four (4).

IV. CONTRACTOR’S RESPONSIBILITIES

The Firm is required to work closely with FIT Foundation professionals and FIT staff, as well as freelance team members. The Firm must be both an independent creator and one who can easily accommodate FIT Foundation’s hard deadlines, attend weekly meetings, adhere to budgets, follow health and safety requirements, and accommodate the many internal regulations of a diverse, urban-based, state college. The ability to follow directives, work collegially with all event participants, demonstrate a professional demeanor at all times, and assist with all issues is essential.

The Firm must have a flexible schedule and participate in activities on short notice and be highly adaptable to changing plans and work schedules.

V. TERMS

- A. The term of Contract shall be for one (1) year commencing upon award of Contract.
- B. FIT shall have the option to renew the Contract in its best interest for two (2) additional one (1) year periods. If FIT Foundation elects to renew the Contract, the Purchasing Office shall provide notice to Firm a minimum of ninety (90) days prior to the expiration date of Contract for such renewal year. Within ten (10) days of receiving such notice, the Firm shall submit a sworn renewal to FIT Foundation.
- C. Unless mutually agreed to between the parties, each renewal shall be on the same terms and conditions as specified in the Contract.

SECTION TWO -- RFP GENERAL TERMS AND CONDITIONS

A. Proposal Requirements:

1. Sealed proposals must be received before the time and at the location stated on the cover page of the RFP and must include the entire proposal document (consisting of Section One - Proposal Terms and Conditions and this Section Two - RFP General Terms and Conditions), the Contract Terms and Conditions, and the Proposal Analysis Sheet, as issued by FIT, including required signatures and attachments. Proposers are not permitted to change or modify Proposal Terms and Conditions,

Contract Terms and Conditions and/ or Proposal Analysis Sheet. All Proposers propose the same terms and conditions.

2. Each proposal must be sent **in digital and hard copy** and identified, on the outside of the envelope, by the name and address of the firm and designated as a proposal for the project. Hard copies of proposals shall be submitted in **ink only**; proposals submitted in pencil shall be subject to rejection. When a sealed proposal is placed inside another delivery jacket, the proposal delivery jacket must be clearly marked on the outside with the notation stated on the cover page of the RFP.
3. Proposers are responsible to make certain that sealed proposals are received at the FIT Purchasing Department before the time of the proposal opening. FIT will not be responsible for improper delivery of proposals that do not comply with these instructions.
4. Proposals will be opened publicly.
5. Proposals received after the time of the proposal opening will be returned unopened.
6. **Force Majeure Event.** A Force Majeure Event shall mean any causes beyond a party's reasonable control, including labor disputes, civil commotion, war, riots, fires, floods, earthquakes, inclement weather, governmental regulations or controls, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, casualty, strikes, the unavailability of labor or materials to the extent beyond the control of the party affected, embargoes, civil strife, acts of terrorism, or acts of God, in addition to any and all other events, regardless of their dissimilarity to the foregoing, deemed to render performance of the Agreement impracticable or impossible under the law, in which event the nonperforming party shall be excused from its obligations for the period of the delay. Each party shall use reasonable efforts to notify the other party of a Force Majeure Event, its anticipated effect on performance, and expected duration, within [number, e.g., five (5)] business days of its occurrence. The non-performing party shall furnish the other party with periodic reports regarding the progress of the Force Majeure Event. The non-performing party shall use commercially reasonable efforts to avoid or remove the causes of a Force Majeure Event and shall continue performance whenever such causes have been removed. When a Force Majeure Event occurs, the parties shall discuss what, if any, modification of the terms of this agreement may be required or appropriate to arrive at an equitable resolution. If performance is delayed over one week (7) days due to a Force Majeure

Event, the party not experiencing the delay may terminate this Agreement upon written notice.

B. No Oral Statements:

FIT and FIT Foundation will not be bound by any oral statement or representation in connection with the RFP or resulting Contract(s).

Any changes to the proposal document required by FIT Foundation shall be in writing and shall be issued by the FIT Purchasing Department to every entity that requested a copy of the RFP.

C. Proposer Affirmation:

By signing the proposal, Proposer certifies that:

1. No public officer or employee whose salary is payable in whole or in part by FIT, the City or the State, is directly or indirectly interested in the proposal, or in the goods, services, supplies, equipment or labor which may be related to the proposal; and
2. Proposer is not in arrears to FIT, the City or the State upon a debt, contract or taxes, and is not in default as surety or otherwise upon any obligation to any of them.

D. Non-Collusive Proposal Certification:

1. By submission of its proposal, Proposer, and each person signing on behalf of Proposer certifies, and in the case of a joint proposal each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
 - a. The prices in the proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by Proposer and will not knowingly be disclosed by Proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
 - c. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit

or not to submit a proposal for the purpose of restricting competition.

2. A proposal shall not be considered for award nor shall any award be made where (l)(a), (b) and (c) above have not been complied with; provided, however, that if in any case Proposer cannot make the foregoing certification, Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore.

E. Confidentiality:

1. If Proposer believes that any information in its proposal or proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested pursuant to the New York State Freedom of Information Law (Article 6 of the Public Officers Law), Proposer shall submit with its proposal or proposal a separate letter specifically identifying page number(s), line(s) or other appropriate designation(s) containing such information; explain in detail why such information is a trade secret; and formally request that such information be kept confidential. Such information must be easily separable from the rest of the proposal or proposal. A request that an entire proposal or proposal be kept confidential will not be considered. Failure by Proposer to submit such a letter with its proposal or proposal identifying trade secrets shall constitute a waiver by Proposer of any rights it may have under FOIL.
2. In some instances, FIT may, in its sole discretion, share certain confidential, sensitive, and/or proprietary information with Proposers in connection with the RFP (particularly in connection with preparation for any presentation(s)). All such information, whether printed, written or oral, which is requested from or voluntarily furnished by FIT shall be held by Proposer in strictest confidence and used only for the purpose of the RFP.

F. Prices:

Proposal prices shall be held firm for thirty (30) days from the proposal due date.

G. No Sales Tax:

FIT Foundation is exempt from the payment of State and City sales tax; therefore, all prices quoted shall not include such tax. Sales tax exemption forms may be obtained from the FIT Purchasing Department.

H. Proposal Withdrawal:

1. Proposers may withdraw proposals at any time before the proposal opening.

2. After the proposal opening, Proposers may withdraw proposals only after the expiration of thirty (30) days and before any actual award.
3. Proposal withdrawals must be in writing.
4. In the event of a proposal mistake, a Proposer may withdraw its proposal before the award of the Contract or within three (3) days after the opening of the proposal, whichever period is shorter. Proposer shall furnish credible evidence that its proposal mistake was a clerical error as opposed to a judgment error. FIT will determine, upon objective evidence and pursuant to law, whether Proposer shall be permitted to withdraw its proposal.

I. Tie Proposals:

Tie proposals will be awarded in FIT Foundation's absolute discretion based on its determination of FIT Foundation's best interest.

J. Proposer's Responsibility:

In determining whether a Proposer is responsible, FIT Foundation may consider experience, business references, integrity of the organization and its management, past performance, business and/or financial capabilities and/or capacity and technical skills.

K. Proposal Rejection:

1. FIT may reject a proposal if:
 - a. The proposal is not responsive to the requirements of the Request for Proposals;
 - b. Proposer does not provide information or documents required;
 - c. Proposer does not submit the proposal security as required (if applicable);
 - d. Proposer misstates or conceals any material fact in the proposal;
 - e. The proposal is conditional;
 - f. The proposal prices are not in ink;
 - g. The proposal contains prices that are unbalanced; and/or
 - h. FIT determines that Proposer is not responsible in accordance with law and FIT regulations.
2. FIT reserves the right to reject any or all proposals if it is in the best interest of FIT to do so.

L. Award of Contract:

1. Subject to the provisions of Paragraph K immediately above, the Award shall be made to the highest score of Evaluation Criteria Proposer pursuant to law and FIT regulations.
2. FIT reserves the right to waive technicalities in a proposal if it is in the best interest of FIT to do so.
3. By submission of its Proposal, Proposer represents that it is willing and able to enter into an agreement with FIT (the "Contract") upon the terms and conditions substantially in conformance with those contained in the agreement attached to this RFP ("Exhibit B").
4. The Contract shall be signed by the successful Proposer after the award is made. The successful Proposer shall execute the Contract within ten (10) business days of the award. FIT will retain the proposal security (if applicable) as liquidated damages in the event the successful Proposer fails to execute the Contract within this time period.
5. All contracts awarded by FIT shall be executory only to the extent of funds available.
6. FIT encourages minority and women business enterprise participation in this project by contractors, subcontractors and suppliers, and all bidders are expected to cooperate with that commitment. Also, bidders are encouraged to use Service-Disabled Veteran-Owned Businesses (SDVOB). A directory of New York State Certified Minority and Women's Business Enterprises is available from: Empire State Development Corporation, Minority and Women's Business Development Division at: <http://www.esd.ny.gov/mwbe.html> to assist potential bidders in locating sources of M/WBE subcontractors and reaching these goals. SDVOBs can be readily identified in the directory of certified businesses at: <https://online.ogs.ny.gov/SDVOB/search>."

M. Governing Law:

1. This RFP shall be construed in accordance with the laws of the State of New York without regard to conflict of law provisions.
2. Any action arising from this RFP shall be brought in the federal or state courts located in the State of New York and in the County of New York.

Proposer consents to the exercise by the courts of the State of New York of personal jurisdiction over it concerning any matter arising out of or in connection with this RFP.

“Exhibit A”
PROPOSAL ANALYSIS SHEET
FIT Foundation Gala Event Planner
RFP No. C1528

COST/ALL INCLUSIVE

Proposal for FIT Foundation Gala Even Producer Services inclusive of travel and other expenses:

Fee: \$ _____

Proposer: _____
(Print or Type Company/Partnership/Individual Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type Name of Representative)

Title: _____
(Print or Type Title of Representative)

Telephone: _____

Facsimile: _____

Federal ID #: _____

E-mail: _____

Date: _____

IMPORTANT: This proposal analysis page is the only pricing format acceptable. Firm must submit pricing using this form. FIT will not accept proposal responses on any other form.

To Be Signed Only Upon Award of Contract

"Exhibit B"

RFP C1528 – FIT Foundation Gala Event Planner

CONTRACT

THIS CONTRACT (the "Agreement") is made and entered into as of the ___day of _____ by and between the Fashion Institute of Technology Foundation (hereinafter "FIT Foundation") and (hereinafter "Consultant").

WHEREAS, it is the desire of FIT Foundation to retain the services of a Gala Event Producer firm with advocacy experience in New York State and New York City for not-for-profit and, more specifically, higher education institutions.

WHEREAS, Consultant desires to undertake the role of the gala event producer consultant to provide the services necessary as described in paragraph two (2) below.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, FIT Foundation hereby retains Consultant upon the terms and conditions contained herein, and Consultant hereby accepts said retention and agrees to provide gala event producer services to FIT Foundation

1. Term: The effective dates of this Agreement shall be for one year upon both parties signing the Agreement. The Agreement may, however, be terminated at any time after the first thirty days by either party giving thirty (30) days' notice in writing to the other party.

2. Services by Consultant: The Consultant shall be expected to provide the following services-

1. The Firm is required to work closely with FIT Foundation professionals and FIT staff, as well as freelance team members. The Firm must be both an independent creator and one who can easily accommodate FIT Foundation's hard deadlines, attend weekly meetings, adhere to budgets, follow health and safety requirements, and accommodate the many internal regulations of a diverse, urban-based, state college. The ability to follow directives, work collegially with all event participants, demonstrate a professional demeanor at all times, and assist with all issues is essential.
2. The Firm must have a flexible schedule and participate in activities on short notice and be highly adaptable to changing plans and work schedules.

3. Payment: The amount of this Contract is _____ Dollars (\$__ _) (the "Fee").

4. Indemnification: The Consultant shall indemnify FIT Foundation and its respective affiliates, officers, governing board members and employees, and hold them harmless against any and all liability, loss, damages, costs or expenses, including reasonable attorney's fees, which they may incur, suffer or be required to pay in connection with the

defense and/or settlement of any action, suit or proceeding based upon general liability or any other claims brought by any person, entity or organization arising out of any negligent or other wrongful act or omission by the Consultant.

5. Confidentiality: All information, whether printed, written or oral, which is requested from or voluntarily furnished by FIT Foundation shall be held in strictest confidence and used only for the purpose of this Agreement. Consultant's submissions to FIT Foundation shall not be considered confidential.

6. Arbitration: Any unforeseen disputes arising under this agreement which cannot be settled between the two parties will be submitted to the American Arbitration Association (AAA) for arbitration at a location in New York, New York in front of a single arbitrator appointed by the AAA. The two parties agree that arbitration by the AAA will be the final and binding resolution and the prevailing party shall be entitled to recover reasonable attorney fees in such suit or action, including any appeal.

7. Entire Agreement: This Agreement is the entire agreement of the parties. It shall supersede any prior understandings or agreements of the parties, whether oral or written. Amendments to this agreement may be proposed in writing by either party hereto and shall be deemed rejected - unless the party to whom any amendment is proposed accepts said amendment in writing within ten days after receipt of the proposed amendment. No oral agreement shall be effective to alter the terms of this Agreement.

8. Effect of Waivers: The waiver by one party of a breach of any provision of this agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by an authorized representative of the party agreeing to the waiver.

9. Governing Law: All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of laws provisions.

10. Non-Assignability: Neither party shall assign, transfer, or subcontract this Agreement or any of its rights or obligations hereunder without the express, prior written consent of the other Party.

11. Severability: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

12. Execution: This Agreement may be executed in multiple counterparts, any of which may be a facsimile or "pdf", each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

13. Force Majeure Event. A Force Majeure Event shall mean any causes beyond a party's reasonable control, including labor disputes, civil commotion, war, riots, fires, floods, earthquakes, inclement weather, governmental regulations or controls, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, casualty,

strikes, the unavailability of labor or materials to the extent beyond the control of the party affected, embargoes, civil strife, acts of terrorism, or acts of God, in addition to any and all other events, regardless of their dissimilarity to the foregoing, deemed to render performance of the Agreement impracticable or impossible under the law, in which event the nonperforming party shall be excused from its obligations for the period of the delay. Each party shall use reasonable efforts to notify the other party of a Force Majeure Event, its anticipated effect on performance, and expected duration, within [number, e.g., five (5)] business days of its occurrence. The non-performing party shall furnish the other party with periodic reports regarding the progress of the Force Majeure Event. The nonperforming party shall use commercially reasonable efforts to avoid or remove the causes of a Force Majeure Event and shall continue performance whenever such causes have been removed. When a Force Majeure Event occurs, the parties shall discuss what, if any, modification of the terms of this agreement may be required or appropriate to arrive at an equitable resolution. If performance is delayed over one week (7) days due to a Force Majeure Event, the party not experiencing the delay may terminate this Agreement upon written notice.

TO BE SIGNED ONLY UPON AWARD OF CONTRACT

RFP C1528 – FIT Foundation Gala Event Planner

In witness whereof, the parties have executed this Contract: The amount of this Contract is
Dollars
(\$ _ _ _ _)

FOR CONSULTANT:

Signature

Print Name and Title

FASHION INSTITUTE OF TECHNOLOGY:

Sherry F. Brabham,
Treasurer and Vice President for Finance and Administration

Date

ACKNOWLEDGEMENT OF PERSON EXECUTING FOR CONSULTANT

State of New York

County of _____) SS:

On this day of _____ 202_, before me personally came _____ to
me known, who being by me duly sworn did depose and say that s/he resides at _____;
that s/he is the _____
of _____, the corporation described in and which executed the above
instrument; and that s/he signed her/his name thereto by order of the Board of Directors of said
corporation.

Notary Public



Interim Guidance on Executive Order 202.16 Requiring Face Coverings for Public and Private Employees Interacting with the Public During the COVID-19 Outbreak

April 14, 2020

Background:

In December 2019, a new respiratory disease called the novel coronavirus (COVID-19) was detected. COVID-19 is caused by a virus (SARS-CoV-2) that is part of a large family of viruses called coronaviruses. Recently, community-wide transmission of COVID-19 has occurred in the United States, including New York where the number of both confirmed and suspected cases is increasing. To reduce the community-wide transmission of COVID-19, Governor Andrew M. Cuomo has taken aggressive action through [Executive Order 202](#), as amended, to combat the spread of this infectious disease, reducing the density of people in areas of common congregation by closing the in-person operations of non-essential businesses and prohibiting all non-essential gatherings of individuals of any size for any reason.

Executive Order:

[Executive Order 202.16](#), issued on April 12, 2020, provides the following directive:

For all essential businesses or entities, any employees who are present in the workplace shall be provided and shall wear face coverings when in direct contact with customers or members of the public. Businesses must provide, at their expense, such face coverings for their employees. This provision may be enforced by local governments or local law enforcement as if it were an order pursuant to section 12 or 12 -b of the Public Health Law. This requirement shall be effective Wednesday, April 15 at 8 p.m.

Guidance:

Essential businesses, as well as state and local government agencies and authorities, must procure, fashion, or otherwise obtain face coverings and provide such coverings to employees who directly interact with the public during the course of their work at no-cost to the employee.

- Businesses are deemed essential by the Empire State Development Corporation (ESD), pursuant to the authority provided in Executive Order 202.6. Please visit the ESD [website](#) for specific information on essential businesses. For the purpose of this guidance, essential businesses shall also provide face coverings to contractors, including independent contractors.
- Face coverings include, but are not limited to, cloth (e.g. homemade sewn, quick cut, bandana), surgical masks, N-95 respirators, and face shields. Please visit the Centers for Disease Control and Prevention's "Coronavirus Disease 2019 (COVID-19)" [website](#) for [information](#) on cloth face covers and other types of personal protective equipment (PPE), as well as instructions on use and cleaning.

- Direct interaction with the public shall be determined by the employer, but, at a minimum, shall include any employee who is routinely within close contact (i.e. six feet or less) with members of the public, including but not limited to customers or clients.
- Employees are allowed to use their own face coverings, but shall not be mandated to do so by their employer. *Further, this guidance shall not prevent employees from wearing more protective coverings (e.g. surgical masks, N-95 respirators, or face shields) if the individual is already in possession of such PPE, or if the employer otherwise requires employees to wear more protective PPE due to the nature of their work (e.g. healthcare).*
- Employees are required to wear face coverings when in direct contact with members of the public, except where doing so would inhibit or otherwise impair the employee's health. *Employers are prohibited from requesting or requiring medical or other documentation from an employee who declines to wear a face covering due to a medical or other health condition that prevents such usage.*
- Employees who are unable to wear face coverings and are susceptible to COVID-19 based on the "Matilda's Law" criteria (i.e. individuals who are 70 years of age or older, individuals with compromised immune systems, and individuals with underlying illnesses) should consult with their employer to consider [reasonable accommodations](#), including but not limited to different PPE, alternate work location, or alternate work assignment with fewer interactions with the public. Employers should work with their employees to see if they can be accommodated to ensure the employee can continue to deliver essential services in the safest manner possible.
- If an employer is unable to procure, fashion, or otherwise obtain face coverings for their employees, they may consult with their local office of emergency management to determine if extra supplies exist within the municipality for this purpose and, if so, they may submit a request for face coverings. Please note that quantities are extremely limited and are prioritized for health care workers and first responders. *Not being able to source face coverings does not relieve an employer's obligation to provide such face coverings to their employees.*
- Nothing in this guidance shall supercede the respiratory protection equipment requirements set forth by the United States Department of Labor's Occupational Safety and Health Administration (OSHA).

Additional Information:

New York State Coronavirus (COVID-19) Website

<https://coronavirus.health.ny.gov/>

United States Centers for Disease Control and Prevention Coronavirus (COVID-19) Website

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

Name of Contractor: _____

Signature: _____

Date: _____

COVID-19 CONTRACTOR GUIDANCE FOR JOBSITES

In response to the public health emergency for the COVID-19, Governor Andrew Cuomo has declared a State disaster emergency and temporarily suspended or modified laws that would prevent, hinder, or delay action necessary to cope with the disaster or emergency. The Governor has also issued directives to allow for the expansion of certain services including those relating to emergency procurement, and to facilitate the continued work of essential businesses subject to compliance with mandatory directives for safety best practices and social distancing. The purpose of this guidance is to set forth the recommended best practices and social distancing requirements for contractors performing work at State University of New York construction sites in the context of the COVID-19 health crisis.

Contractor Responsibilities

Under your contract with the Campus,

- Contractors and their subcontractors are required at all times to guard the safety and health of all persons on and in the vicinity of the work site
- Contractors and their subcontractors are required to comply with all applicable rules, regulations, codes, and bulletins of the New York State Department of Labor and the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended (“OSHA”)
- Contractors and their subcontractors are also required to comply with all contract safety requirements
- Contractors and their subcontractors must comply with all City or State of New York safety requirements for projects within the City or State of New York constructed in accordance with the applicable building code, and contractors are required to provide written safety plans for the site showing how all safety requirements of applicable law will be implemented for the duration of the contract.

Contractors and their subcontractors must also adhere to the following practices to help prevent exposure and spread of COVID-19. The following recommendations are based on what is currently known about COVID-19. Contractors and their subcontractors are advised to stay current and immediately implement the most up-to-date practices to protect the safety and health of your employees, clients, and the general public.

General Responsibilities:

- Contractors and their subcontractors should educate their employees on the symptoms of COVID-19, which include cough, fever, trouble breathing, and pneumonia. Contractors and their subcontractors must instruct any employee who feels they may have any of the

above symptoms to refrain from reporting to the jobsite and immediately contact their health care provider and the local health department in the county in which they reside. Contact information for local health departments can be found at www.health.ny.gov.

- If the employee begins to exhibit these symptoms while in the workplace, steps should be taken to remove the individual from the workplace. Using safe social distancing practices, provide the employee with a surgical mask and instruct them to put it on, self-transport themselves home, and to contact their health care provider and inform the local health department. The Contractor must notify the contracting agency/authority.
- Personnel should be advised to self-quarantine in accordance with the requirements of the New York State and local health department. Contracting agencies/authorities reserve the right to require any employee of the Contractor, and their subcontractors exhibiting symptoms, to be removed from the jobsite
- If an employee is confirmed to have COVID-19 infection, contractors and their subcontractors should inform fellow employees, who have been in contact with this employee, of their possible exposure to COVID-19 in the workplace while maintaining confidentiality as required by applicable New York State and federal law. The fellow employees should then self-monitor for symptoms (i.e., cough, fever, trouble breathing, and pneumonia) and self-quarantine in accordance with the requirements of the New York State and local health department
- If an employee tests positive for COVID-19, Contractors and their subcontractors should direct the employee to self-quarantine and remain quarantined for 14 days, following the guidance of New York State and local health department
 - Contractors and their subcontractors may permit such employee to return to the jobsite when this employee produces a negative COVID-19 test or receives medical clearance to return to work
- If an employee tests negative for COVID-19, contractors and their subcontractors may direct the employee to return to work after recovery from their illness. Any direct contacts on pre-cautionary quarantine may return to the jobsite and resume their work activities.

Social Distancing:

- Do not host large group meetings or congregate in large groups. When meetings are necessary, maintain a distance of 6-feet between people.
- Perform any tool box or other training maintaining the distance of 6-feet between people.
- Perform meetings online or via conference call whenever possible
- Only essential personnel should be permitted on the jobsite
- Discourage handshaking and other contact greetings

General Jobsite Practices

- Procedures and supplies should be in place to encourage proper hand and respiratory hygiene.
 - Hand hygiene:

Signage with handwashing procedures should be posted in prominent locations promoting hand hygiene

 - Regular handwashing with soap and water for at least 20 seconds should be done:
 - Before and after eating
 - After sneezing, coughing, or nose blowing
 - After using the restroom
 - Before handling food
 - After touching or cleaning surfaces that may be contaminated
 - After using shared equipment and supplies; and also
 - Whenever a contractor or subcontractor believes it is necessary
 - If soap and water are not available, use an alcohol-based hand sanitizer that contains at least 60% alcohol
 - Respiratory Hygiene:
 - Covering coughs and sneezes with tissues or the corner of elbow
 - Disposing of soiled tissues immediately after use
 - Where possible, have disposable masks available to cover an employee's mouth and nose if they develop symptoms on the job to protect others from exposure.
- Practice routine environmental cleaning and disinfecting of all frequently touched surfaces on the jobsite. This includes work stations, project trailers and offices, portable toilets, countertops, handles, doorknobs, gang boxes, tools and equipment. See OSHA Guidance on Preparing Workplaces for COVID-19. www.osha.gov/Publications/OSHA3990.pdf
- Appropriate cleaning agents and directions should be utilized to perform all cleaning. Ensure all workers are trained on the hazards of cleaning chemicals used in the workplace and comply with all OSHA requirements regarding same in accordance with the Hazard Communication (Global Harmonization) Standard. Information about <https://coronavirus.health.ny.gov/home>
- Do not use a common water bottle
- If using a common water cooler clean dispenser knob after use
- Do not share tools
- Utilize personal protection equipment (PPE) for the job being performed
- Sanitize reusable PPE per manufacturer's recommendation prior to each use
- Do not share PPE
- Ensure used PPE and other trash is disposed of properly

- Utilize disposable gloves where appropriate and instruct workers to wash hands after removing gloves
- Disinfect reusable supplies and equipment
- Don't stack trades, if possible
- Stagger work schedules to minimize the number of people on a job site at any one time.
- Keep one contractor or subcontractor in an area at a time. Indicate an area is occupied with workers with a sign or flag indicating which contractor or subcontractor is in the area at that time. Remove the sign or flag after completion of work in that area to let others know they may then enter into that area to perform their work. The next contractor or subcontractor will then post their sign or flag to notify others that the area is occupied.
- Minimize the number of workers in an area as much as possible by using indicators of an occupied area (signs or flags) scheduling work activities to stagger those required to be in any one time to a minimal number of workers.
- Minimize entryways into a work area so that employees will be able to observe flagging practices described above. Do not reduce the number of emergency exits.
- Avoid cleaning techniques, such as pressurized air or water sprays that may result in generation of bioaerosols

The Campus may request an updated written safety plan for the site to address practices to help prevent exposure and spread of COVID-19 at the jobsite pursuant to New York State, OSHA recommendations and Centers for Disease Control requirements, which include:

- Assessment of potential worker exposure hazards, taking into account the specific recommendations and controls for the four levels of worker exposure risk identified in OSHA's Guidance on Preparing Workplaces for COVID-19 (i.e., very high, high, medium, and lower)
- Evaluation of exposure to risk;
- Selecting, implementing, and ensuring the use of controls (i.e., social distancing appropriate personal protective equipment, hygiene, and cleaning supplies);
- Minimizing the number of workers in an area as much as possible by using indicators of an occupied area (signs or flags) and scheduling work activities to stagger those required to be in any one area to a minimal number of workers.
- Minimize entryways into a work area so that employees will be able to observe flagging practices described above. Do not reduce number of emergency exits; and
- Additional criteria consistent with health and safety practices at the work site.

Project Closure:

- Where work is suspended on a project, contractors are directed to follow any additional project shut-down protocols as provided by the campus.

For additional resources:

OSHA COVID-19 Resources

OSHA Guidance on Preparing Workplaces for COVID-19

DOL COVID-19 Resources

Interim Guidance for Business and Employers

Centers for Disease Control -- <https://www.cdc.gov/coronavirus/2019-ncov/index.html>

Name of Contractor: _____

Signature: _____

Date: _____

TO: **CONTRACTOR'S NAME**

FROM: Fashion Institute of Technology

Project Name: **[REDACTED]**

Date: **[REDACTED]**

Subject: No Damages for Delay Acknowledgment

In the event the Contractor's performance under this agreement is delayed or interfered with arising out of or connected to the COVID19 pandemic, including but not limited to worker availability, government-mandated suspension of work or any other emergency action associated with protecting the health and safety of the workforce, which leads to a site closure, delay or suspension of the work, Contractor or any subcontractors hereby acknowledge their only remedy under this agreement is to request an extension of time for the performance of the unfinished work as herein provided; under no circumstances will Contractor or any subcontractors or vendors be entitled to any increase in the subcontract price or additional compensation for any alleged costs, expenses or damages as a consequence of such delays or interference, including but not limited to: i) General Condition Costs (e.g.: site clean-up, home and field office expenses, telecommunications equipment or use , and/or supervisory costs including but not limited to Project Manager, Project Engineer, Superintendent and Foremen, etc.), ii) escalation (increases in material costs, transportation charges or any alleged wage or salary increases) or iii) any alleged inefficiencies or loss of productivity. NOTE: The above examples are not intended to be an exhaustive list of all the alleged costs, expenses or damages excluded by this clause. It is offered only as an example of some costs within each category.

Owner shall review the Contractors request for delay and, if acceptable, shall extend the time of performance by Change Order for such reasonable time as the Owner, in its sole discretion, may determine.

By signing below, Contractor acknowledges receipt and acceptance of the terms and conditions herein

FASHION INSTITUTE OF TECNNOLOGY

CONTRACTOR'S NAME

By: _____

By: _____

Title: _____

Title: _____