

Notice to Bidders

Fashion Institute of Technology

Specifications For Printing Hue Magazine Invitation for Bid Number C1545

Bids which must include the entire package for the above work located on the Fashion Institute of Technology campus will be received by:

FIT Purchasing Department office located at 333 Seventh Ave, 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:

**“Proposal For
Printing of Hue Magazine
To Be Opened Only by Authorized Official” and
“Attention: Ms. Candida Poinsette,
Purchasing Office”**

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 May 19, 2022 @ 12:00 PM will be considered.

EXHIBIT A
Bid Checklist
Fashion Institute of Technology
Printing Hue Magazine
Invitation for Bid Number C1545

- Did you include all required documentation? (As per Bidder Requirements – i.e. proof of being in business, permits, licenses, certifications, etc.)

- Did you complete in full the Bid Analysis Form?

- Did you sign for each Addendum to this project, if any were published? (It is the contractor’s responsibility to check FIT’s “Current Bid Opportunities” webpage for addendums prior to submitting their bid.)
<http://www.fitnyc.edu/purchasing/current-bids.php>

- Did you complete the Contractor Reference Sheet? (See Attachment B)

- Did you include documentation of financial viability, including balance sheets and profit and loss statement for the prior two (2) years?

Exhibit B
Contractor Reference Sheet
Fashion Institute of Technology
Printing Hue Magazine
Invitation for Bid Number C1545

FIT requests a minimum of three references for **completed** projects of similar size and scope. Please complete the following information for each reference: (Do not list FIT as your projects of similar size and scope.)

- 1) Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____
For FIT Use Only – Reference Responses
Quality of Work: _____ Site Maintenance: _____
Scheduling: ___ Cooperation: ___ Safety Standards: _____
Permits: _____ Report Submittals: _____ Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent ___ Satisfactory ___ Marginal ___ Unsatisfactory ___
 - 2) Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____
For FIT Use Only – Reference Responses
Quality of Work: _____ Site Maintenance: _____
Scheduling: ___ Cooperation: ___ Safety Standards: _____
Permits: _____ Report Submittals: _____ Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent ___ Satisfactory ___ Marginal ___ Unsatisfactory ___
 - 3) Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____
For FIT Use Only – Reference Responses
Quality of Work: _____ Site Maintenance: _____
Scheduling: ___ Cooperation: ___ Safety Standards: _____
Permits: _____ Report Submittals: _____ Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent ___ Satisfactory ___ Marginal ___ Unsatisfactory ___
- FIT**
Interviewer: _____ Signature: _____ Date: _____

**Bidding Specifications For
Fashion Institute of Technology
Printing Hue Magazine
Invitation for Bid Number C1545**

I. Introduction

The Fashion Institute of Technology, 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 full and part-time students. Located in the Chelsea area of Manhattan, FIT's facilities are composed of a twelve-building complex containing administrative/academic offices, classrooms, computer labs, and studios. There are three (3) residence halls located on West 27th Street that currently house approximately 1,250 students and one (1) residence hall located at 406 West 31st Street that houses approximately 1,100 students. F.I.T. Student Housing Corporation is a separate, not-for-profit corporation that was established pursuant to the laws of the State of New York to own and operate these residence halls for the benefit of the College and its students. The campus also includes the Gladys Marcus Library and The Museum at FIT. For purposes of this project all references to FIT shall be recognized to refer to the Fashion Institute of Technology (hereafter, "FIT" or the "College"). The successful responsive and responsible bidder (hereinafter "Contractor") shall be required to enter into a contract with FIT based on the terms and conditions specified herein.

Under no circumstances will FIT be liable for any costs incurred by Firms in preparation and/or production of a Proposal or for any work performed prior to the College's written authorization to proceed on Contract.

II. Summary of Scope of Work

- A. Contractor shall provide the printing, binding, mailing and delivery ("Work") of "HUE Magazine" ("Magazine") at Fashion Institute of Technology ("FIT") as set forth in greater detail below ("Goods and Services").
- B. "Magazine" is the alumni magazine of FIT. For the administration of this contract, the Magazine shall be printed three times a year.
- C. FIT will designate a Publications and Advertising manager upon award of contract. ("Office of Communications") as the liaison between Contractor and FIT for purposes of administration of the Contract.

III. Bidder Requirements

- A. Bidder shall meet the following requirements with no substitutions. Failure to comply with this requirement shall be grounds for rejection of your Bid. FIT reserves the right to reject bids which do not meet the specifications. FIT reserves the right to determine whether a Bidder has substantially met all the Bid requirements and to ask for additional information prior to making such a determination.
- B. Submit samples of same or similar scope.

- C. Bidder shall demonstrate: financial viability by providing documents such as financial statements, balance sheets and income and expenditure statements for the prior one (1) year. Bidder shall submit such documents with its bid submission.
- D. Bidder shall have been in the printing business for a minimum of two (2) years as of the Bid Due Date. Bidder shall submit documents that provide evidence of same with its bid submission.
- E. Bidder shall have completed within the past two (2) years at least three (3) contracts that are of similar size, scope, complexity, and nature to those required hereunder (“Similar Services”). For each of the three contracts for Similar Services, Bidder shall submit with its bid submission:
 - 1. The name of the client, the client’s address, and contact;
 - 2. A brief description of the contract, including a description of the services provided;
 - 3. dates during which the contracts were in effect; and
 - 4. the name of a contact person for each such contract together with his/her role with respect to the contract and his/her current title, address, and telephone number.
 - 5. Samples
- F. Bidder shall provide, *as part of its bid submission*, a minimum of three (3) samples of work to include a multipage publication on uncoated oversized stock with full-page, full-bleed, full-color, high-quality photographs and illustrations with full saturation similar to that requested in these specifications. FIT reserves the right to reject a bid submission on the quality of samples submitted.
- G. Bidder shall submit, as part of its bid submission, a formal quote from the paper mill or merchant supplying the specified paper stock(s).
- H. Bidders submitting prices for cover stock and/or text stock other than as specified below (see Section 9) shall indicate such substitution on the Proposal Analysis Sheet (Attachment B) and include in its bid submission a sample of each substituted stock. Bidder shall clearly label each sample.
- I. Bidder must be an FSC-certified printer. Please also indicate with your bid whether you are an EPA Green Power Partner.

IV. **Pre-Bid Questions**

Bidder shall examine the Bid documents carefully. Before bidding, Bidder shall make any requests for interpretation of Bid documents or clarification of any ambiguity therein that should have been detected by a reasonably prudent Bidder. Questions shall be submitted in writing to the attention of Purchasing Department via email: purchasingbids@fitnyc.edu no later than **May 6, 2022, on or before 3:00 P.M.** Answers shall be provided in writing in a timely manner. Reference Bid number C1545.

V. **Bid Preparation & Designation**

- A. Bids shall be enclosed in a sealed envelope, addressed to FIT and clearly marked with the name and address of the Bidder, the bid title, bid number, due date and time. If the bidder chooses to submit a bid through courier service or otherwise place the Bid inside another delivery jacket, the external envelope must be clearly marked as follows:

**Bid Enclosed
To Be Opened Only by Authorized Official
Attn: Ms. Candida Poinsette, Purchasing Office
Fashion Institute of Technology
Printing of Hue Magazine
Bid C1545 – May 19, 2022, On or Before 12:00 PM**

- B. Bids received late will not be considered and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail. The bidder further assumes the responsibility for having his bid deposited with an authorized member of the Purchasing Office on time, whether sent by mail courier or personal delivery. No electronic, oral, facsimile transmittal, or telephonic bids or modifications shall be considered.
- C. Bids must be submitted on the forms supplied by FIT in the bidder's full legal name or the bidder's full legal name plus a registered assumed name. Do not modify the bid forms supplied by FIT. All blank spaces for bid prices must be filled in, using both words and figures, words to take precedence over figures. **Conditional bids shall not be accepted.** Bids shall not contain any recapitulation of the Work to be done. Vendor exclusions shall be grounds for bid rejection.
- D. Bids that are illegible or that contain omissions, alterations, additions or items not called for in the bidding documents may be rejected as not responsive. Any bid which modifies, limits, or restricts all or any part of such bid, other than as expressly provided for in the Contract Documents, may be rejected as not responsive.
- E. FIT may reject any bid not prepared and submitted in accordance with the provisions of the Contract Documents. FIT will be responsible for receipt of any Bid which does not comply with these instructions. Only those Bids in the hands of staff of FIT's Purchasing Office on or before *May 19, 2022, on or before 12:00 PM* will be considered.
- F. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof and any bid received after such time and date shall not be considered.
- G. No Bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

VI. **Award of Contract**

- A. The award of the Contract shall be made to the Bidder submitting the lowest responsible bid if in the opinion of FIT, the bid is responsive to the bid solicitation, and such Bidder is responsible and qualified to perform the Work involved.
- B. FIT reserves the right to reject any bid or all bids, to waive any informalities or

irregularities or omissions in any bid received.

- C. During the term of the Contract, the Contractor shall promptly notify FIT of any change in the ownership of the Contractor. Failure to notify FIT may result in termination of the Contract.
- D. FIT reserves the right, exercisable in its sole discretion, to cancel and withdraw from the Project at any time in advance of the award.
- E. Prior to the opening of the bids, Bidder shall promptly notify FIT of Change in ownership of the Bidder. Failure to notify with this bid shall be grounds for rejection of the Bid.

VII. Terms of Contract and Renewal

- A. The initial term (“Initial Term”) of the Contract shall be one (1) year and commence upon issuance of an official Purchase Order by FIT.
- B. FIT shall have the option to renew Contract in its best interest for one (1) additional one (1) Year period (“Renewal Term”). If FIT elects to renew Contract, FIT will provide notice to Contractor ninety (90) days prior to the expiration date of Contract or such renewal year. Failure to notify Contractor within this time period shall not operate as a waiver of FIT’s right to renew Contract. Each renewal shall be on the same terms and conditions as the prior term.
- C. At the end of the Initial Term or Renewal Term, Contractor shall, at FIT’s written request for an additional partial term, provide services as specified in Contract for a period not to exceed three (3) months under the same terms and conditions as the prior term.

VIII. Contractor Requirements

- A. Contractor shall designate a managerial level employee (“Contractor’s Representative”) as the representative who shall respond to FIT and act as the liaison between FIT and Contractor for purposes of administration of the Contract.
- B. Contractor shall identify its Contractor’s Representative and provide the name of Contractor Manager to FIT within three (3) days of FIT’s notice to Contractor to commence performance. Contractor Manager shall be available for telephone consultation with FIT during normal business hours. Contractor shall also provide a telephone number where Contractor’s Representative can be reached in the event of an emergency.
- C. Contractor’s Representative shall respond to FIT’s calls within twenty-four hours of FIT’s calls unless an emergency as designated by FIT, in which case Contractor’s Representative will respond within three (3) hours.
- D. Contractor’s Representative shall be subject to FIT’s approval.
- E. Contractor’s Representative shall have full decision-making authority on behalf of Contractor and the authority to obligate Contractor.
- F. During any absence of Contractor’s Representative, Contractor shall designate an alternate

Contractor's Representative, under the same terms and conditions.

G. Contractor shall ensure that FIT shall have access at all times to an individual with full authority to make decisions on behalf of Contractor. Nothing in this section shall be deemed to preclude FIT from discussing any matters relating to Contract with any other member of Contractor's organization.

H. Subcontracting:

There is no subcontracting permitted. All work shall be performed on Contractor's premises and with Contractor's own equipment.

I. Contractor shall comply with all laws, regulations, rules, orders, requirements, and the like of federal state, and local governments, courts, governmental authorities, legislative bodies, board, agencies, commissions, and the like ("Law(s)") with respect to this Contract. If there is a conflict between or among any laws and specific requirements of this contract, then Contractor shall comply with the most stringent Law in each instance. By noting any specific laws with particularity in this Contract or in any other prior or future communication, Contractor is not relieved of any obligation to comply with all laws, and FIT does not waive any right it may have with respect to such compliance.

J. Contractor shall maintain all records and reports required by Contract, by Law, by best practices, and by industry standards. Immediately upon request from FIT. Contractor shall provide access to all such records and reports for FIT's review.

IX. Scope of Work

A. Contractor shall provide three (3) issues of "HUE," our alumni periodical.

1. Quantity: Bid on 15,000 *printing per issue* and additional 1M up to 25,000 and 12,000 mailing per issue; and an additional 1M up to 20,000
 - a. Overruns on quantities shall not exceed plus or minus three percent (3%).
 - b. FIT reserves the right to accept overruns exceeding the above maxima at a negotiated price.
 - c. FIT reserves the right to change the number of issues and quantity of magazines to be printed from zero to 15,000 based on circumstances.

Item: Hue magazine-3 issues, Summer/Fall 2022, Winter 2022-23 and Spring 2023

Size: 19"x 12" flat, folding to 9.5" x 12", 44 pages, including cover.

Paper Stock: 100 # Rolland Enviro100 Print.

Presswork/Ink: 4 color + overall dull aqueous coating printed two sides with heavy coverage and bleeds; high image quality with 4-color highly saturated images throughout.

Artwork: Mechanical supplied on disk with high-resolution images placed and

sized.

- Proofing: Digital blue line and composed Epson color approval proofs. Follow-up proofs as PDF for approval.
- Finishing: Score, fold and gather signatures and wire stitch.
- Schedule: To be printed, mailed, and delivered within 15 working days of receipt.
- Mailing: Merge/purge data from 3-4 supplied databases and inkjet name + address 12,000 copies and sort and prepare for non-profit mailing to be dropped at New York City GPO. Indicia supplied.
- Delivery: Remainder bulk-packed in cartons and delivered to FIT, 227 West 27th Street, New York City.
10 samples to: FIT, Attn: Communications and External Relations, Room B905

Please note: You must be an FSC-certified printer. Please also indicate with your bid whether you are an EPA Green Power Partner.

11. Contractor shall deliver a color proof to FIT within three (3) business days after receipt of digital file.
 12. Contractor's Name: Neither the name or the address of Contractor shall appear on the Work.
 13. Messenger Service: Contractor shall include costs for messenger service for pick-up and delivery of mechanicals, blueprints, and proofs in its Bid Price.
- B. Alterations:
1. Additional charges shall be allowed only for author's alterations that require remaking pages in the page proof stage.
 2. Contractor shall provide itemization for all charges for author's alterations and include originals and all proofs, if applicable, with relevant invoice.
- C. Delivery:
1. The Bid price shall include cost of list preparation mailing preparation, delivery to New York City GPO and delivery of remainder to FIT loading dock, 227 W 27th St. NYC. All printed materials shall be securely packed in cartons not to exceed forty (40) pounds and delivered on wood skids. Each carton shall be clearly labeled indicating item and quantity.
 2. Delivery Date: Contractor shall deliver all printed materials within 10 business days of FIT's approval of blueprints. Before delivery, Contractor shall call FIT to verify the time, place and manner of delivery. Time is of the essence of this Contract. FIT reserves the right to assess liquidated damages for breach of this provision.

- D. Return of FIT Materials: Contractor shall return all FIT-provided materials to FIT at the time of delivery of Work. FIT reserves the right to charge/offset the cost of any loss and/or replacement of such materials from payment due Contractor.
- E. Reprinting: Contractor shall make reprints in a quantity not to exceed 10,000 copies for a period of six (6) months from delivery date at the price quoted per thousand in the Proposal Analysis Sheet.

X. Statutory Requirements

Pursuant to New York State Printing and Public Documents Law:

- A. Extra charges shall only be allowed for extra paper or for work beyond that required by the terms of this Contract. The furnishing of such extra paper and /or work must be approved by FIT. The charges allowed shall not exceed the current market rates;
- B. Composition shall not be charged a second time for reprints when camera-ready copy is provided by FIT;
- C. In all work requiring engraving and, in all cases, where illustrations are used, the dies, plates and engravings shall forthwith become the property of FIT, and thereafter, no charge shall be made for their subsequent use, except that FIT may make suitable allowance for the handling of the plates; and
- D. In all work manufactured by the process of lithography or photo composition, the artwork, camera-ready mechanicals, and negatives shall forthwith become the property of FIT.

XI. Acceptance

Upon delivery of any independently identifiable portion of Goods and Services, Contractor shall contact FIT and request confirmation of receipt of and satisfaction with such Goods and Services (“Acceptance”). If Contractor is advised that any Goods were not provided or that any Services were unsatisfactory, then Contractor shall provide such Goods and complete or re-perform such services until FIT is satisfied.

XII. Quality and Guarantee

- A. Quality of the printed materials is of the essence of this Contract. All Work shall be subject to the satisfaction of FIT. Nothing in these bid documents shall be deemed to prevent FIT from rejecting printed materials on any other grounds which render such materials unsuitable on the basis of quality. The following list provides examples of inferior quality:
 - 1. Missing pages
 - 2. Uneven page or column alignment
 - 3. Faulty ink coverage

4. Substitution of stock without prior written authorization
5. Uneven trimming
6. Faulty binding or spine alignment
7. Cover not representative of the original artwork
8. Materials not in register, clear and sharp
9. Poor color resolution
10. Lack of registration, lack of trapping

XIII. Termination

- A. FIT may terminate the Contract for cause at any time if:
1. Contractor does not provide any of the information or documents as required under the terms of this Contract; or
 2. Contractor misstates, conceals, or fails to disclose any material information in this Contract, or in any written statement or oral examination or hearing, in connection with this Contract; or
 3. Contractor fails to advise FIT within five (5) Business Days if there is any change in the facts or information provided by Contractor after the date Contractor signs this Contract; or
 4. FIT determines in accordance with Law(s) or FIT regulations that the Contractor is “not responsible” as defined by New York State Laws; or

Upon such finding, the University may exercise its termination right by providing written notification to contractor in accordance with the written notification terms of the Contract.

XIV. Liquidated Damages

- A. FIT will assess liquidated damages.
- B. In the event that Contractor fails to deliver printed materials in accordance with these Specifications, FIT reserves the right to assess liquidated damages in the amount of one hundred dollars (\$100) per day from date due until date of acceptance by FIT.
- C. FIT’s failure to exercise any part of this Section 10 at any time shall not be deemed a waiver of that part or any other.

XV. Payment

- A. Contractor shall submit invoices to FIT’s Accounts Payable Department at a time interval and in a format approved by FIT.

- B. Contractor shall provide sufficient and appropriate documentation with invoices. FIT reserves the right to request additional information at any time.
- C. Contractor shall not submit invoices to FIT to be paid for any Goods or Services until it has received acceptance from FIT.
- D. FIT will pay Contractor the Contract Price in accordance with amounts and rates set forth in the Proposal Analysis Sheet.

EXHIBIT C

Proposal Analysis Sheet Hue Printing

IFB# C1545

Prices below should be *PER ISSUE* for a 3-issue contract

Printing (inclusive of all proofs, messenger service)

15,000 44-page self-cover: _____

Additional 1,000 up to 25,000: _____

Mailing (including merge purge, labeling, presort, delivery to NYC GPO)

12,000 copies: _____

Additional 1,000 up to 20,000: _____

Packaging and delivery of un-mailed magazines to FIT: _____

Bidder: _____
(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)

Address: _____

Telephone: _____

Facsimile: _____

Federal ID #: _____

E-mail (if, any): _____

Date: _____

IMPORTANT:

This proposal analysis form is the only pricing format acceptable. Bidders must submit pricing using this form. FIT will not accept bid responses on any other form. Bidder inclusion of any conditions, clarifications, exceptions or changes which are not in compliance with FIT Bid and Terms and Conditions will be grounds for rejection.

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: _____



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: _____