

**New York State Office of General Services
Convention & Cultural Events
Room 120 • Empire State Plaza • Albany, New York 12242**

**2018 – 2019 Permit Agreement
Agreement is valid from April 1, 2018 to March 31, 2019**

This form must be on file with the New York State Office of General Services Convention and Cultural Events (CCE) in order to participate in any (CCE) sponsored events. In addition to this completed form, please provide us with:

- Commercial General Liability (CGL) \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate, or initial box 12 in the permit agreement if you meet the proper requirements. Note - policy must name the People of the State of New York, its officers, agents and employees as an additional insured thereunder.
- Workers' Compensation/Employee Disability Insurance or CE-200 (Exemption Form). For more information go to <http://www.wcb.ny.gov/>
- High resolution, clear photograph of your proposed booth set-up.

Failure to provide us with any of the aforementioned items will forfeit your participation in any (CCE) events.

This information will be kept on file and used for all CCE Events that you apply for during the 2018 – 2019 fiscal year. However, all insurances must be kept up to date.

Completing and returning this agreement does not guarantee acceptance in Empire State Plaza or Harriman State Office Building Campus programs.

Applications can be found at: empirestateplaza.org or call (518) 474-4759 for more information. Please provide the following information about your business. Return the form with your submission.

Business Name _____

Is your business a certified NYS Minority & Women Owned Business Enterprise? Y _____ N _____

Is your business a certified New York certified Service Disabled Veteran Owned Business? Y _____ N _____

Contact _____ E-Mail _____

Address _____

City/Town _____ State _____ Zip _____

Telephone _____ Fax _____ NYS Sales Tax # _____

1. Please provide a brief description of your business and services, years in business and past events. Attach additional pages if necessary:

2. Please list the products you will be selling (including a range of pricing is permissible based on event). Please be specific. If you are not selling items, please provide a description of the information you will be presenting to the public. Attach additional pages if necessary:



OGS Permit Agreement

THIS PERMIT AGREEMENT, made this ____ day of _____, 201__ by and between the People of the State of New York, acting by and through the Commissioner of the New York State Office of General Services (hereinafter referred to as “OGS”) and _____ (hereinafter referred to as “Vendor” or “Permittee”).

W I T N E S S E T H

WHEREAS, OGS has management supervision over the rooms, facilities and general domain of the Empire State Plaza, (hereinafter referred to as “Plaza”) and the Harriman State Office Building Campus, (hereinafter referred to as “Harriman Campus”), and

WHEREAS, OGS, through its Convention & Cultural Events Office (hereinafter referred to as “OGS CCE”), wishes to permit food, craft, merchandise and other vendors to take part in community events for the sale and distribution of certain products, services and information (hereinafter referred to as “Vendors”), and

WHEREAS, the Vendor wishes to sell these products in those areas and during those times OGS hereinafter designates.

NOW THEREFORE, in consideration of the mutual covenants contained in this agreement, the parties agree as follows:

1. **Operation.** OGS CCE expects to present vendor opportunities throughout the year. The dates and hours of operation are indicated on separate applications, which must be submitted for possible incorporation into this Permit Agreement.
2. **Location.** The Vendor Area will be located in designated areas at the Plaza and Harriman Campus.
3. **Application.** In consideration of the permission to occupy space and sell food, craft, merchandise or other services at designated events, the Vendor agrees to file a Vendor Application(s) with the OGS CCE who will sponsor the event, to be submitted and approved by OGS CCE before incorporation into this agreement. Space will be allocated by OGS CCE, per the Vendor’s Application request and in accordance with the Vendor Selection Criteria found in Appendix A hereto, which appendix is hereby incorporated by reference and made a part hereof as fully as if set forth at length herein. Vendor is hereby granted a non-exclusive right, for those events that are approved by OGS on the Vendor Application(s), to occupy and use the specified booth space for such events on the dates and at the consideration detailed on the Vendor Application. The Vendor’s completed and approved Vendor Application(s) is (are) hereby incorporated by reference and made a part hereof as fully as if set forth at length herein.
4. **New York State Sales Tax Certificate of Authority.** Should sales be taking place, the Vendor agrees to procure and maintain during the period covered by this agreement a valid New York State Sales Tax Identification Certificate. A copy of the Sales Tax Certificate of Authority must be displayed in a prominent location at all times while at the permitted location.

5. **Insurance Requirements.**

Note: Craft/Merchandise vendors that do not sell any food, and that are granted a waiver after they have certified that they are unincorporated small businesses for which the provision of Commercial General Liability insurance would impose an undue financial burden are not

required to provide proof of Commercial General Liability insurance coverage (see Section 12). Wineries, microbrews, distilleries and cideries are additionally required to provide proof of liquor liability insurance with a policy limit of no less than \$1,000,000.

The Vendor agrees to procure and maintain during the period covered by this agreement the following types of insurance:

Commercial General Liability (CGL) \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate.

WORKERS' COMPENSATION / DISABILITY INSURANCE:

Prior to this Permit Agreement becoming effective, Permittee must submit proof that they have the workers' compensation and disability benefits coverage required by the New York State Workers' Compensation Law, or proof that they are legally exempt from obtaining such coverage. Proof of compliance must be demonstrated in accordance with the requirements set forth by the New York State Workers' Compensation Board (An instruction manual clarifying the Workers' Compensation Law requirements is available to download at the Workers' Compensation Board's website, www.wcb.ny.gov. Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on the bullet titled Prove It to Move It Program.)

Permittee shall notify the Office of General Services, Convention & Cultural Events, at least thirty (30) days prior to material change or cancellation of such coverage.

If employees will be working on, near or over navigable waters, US Longshore and Harbor Workers Compensation Act endorsement must be included.

All forms must name the Office of General Services – Convention & Cultural Events, Room 120 Concourse, Empire State Plaza, Albany, New York 12242, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).”

If such CGL insurance contains a general aggregate limit, it shall apply separately to this location. CGL insurance shall be written on ISO occurrence form CG 00 01 10 and shall cover liability arising from premises operations, independent contractors, products-completed operations, personal and advertising injury, owners and contractors protective, cross liability coverage and liability assumed in a contract (including the tort liability of another assumed business contract). The above policy limits may be achieved through a combination of primary and umbrella policies.

A certificate of insurance must be filed with the NYS Office of General Services, Convention & Cultural Events, Room 120 Concourse, Empire State Plaza, Albany, New York 12242, or faxed to (518) 473-0558, evidencing such coverage before the Vendor is allowed to use space on OGS property. Such certificate must indicate that the People of the State of New York and NYS Office of General Services, their officers, agents and employees are additional insureds on the policies and that the insurance policies may not be canceled without thirty (30) days written notice to NYS Office of General Services.

- 6. Indemnification.** The Vendor agrees to defend, indemnify and save harmless OGS and the People of the State of New York and their officers, agents and employees against any and all claims, demands or causes of action arising out of any loss of or damage to property or injury or death of any person which may be due in any manner to the installation, use, maintenance, state of repair or presence of the Vendor's stand, booth or other installation or structure of any kind at the permitted location or the sale or other distribution of products therefrom. Vendor's liability pursuant to this indemnity provision shall not be limited by the amount of any insurance coverages required to be maintained hereby.
- 7. Rules.** The Vendor acknowledges that its use of OGS property must in all cases comply with all provisions of Parts 300 and 301 of Title 9 of the New York Codes Rules and Regulations. The Vendor further agrees to abide by any specific rules governing the operation of Vendors at the permitted location heretofore or subsequently established by OGS. Initial rules and guidelines are attached hereto as part of Appendix A hereto, and are expressly incorporated into and made part of this Agreement.

8. **Compliance.** The Vendor agrees to comply with the terms of this agreement and the rules pertaining to vending at the permitted location. Failure of the Vendor to comply with these terms will result in revocation of the permission to participate granted herein.
9. **Reservation.** OGS reserves the right to change the location, dates, hours, or to terminate entirely the operation of the scheduled event, at any time and without prior notice to the Vendor. OGS will make reasonable efforts to provide advance notice to Vendors of any changes or cancellations.
10. **Assignment.** Vendor agrees not to assign this Permit Agreement without the prior written consent of OGS. Such consent may be unreasonably withheld.
11. **Force Majeure.** If the event(s) is (are) rendered impossible or infeasible by destruction or damage to the facility, or by any act or regulation by any governmental body, civil tumult, strike, epidemic, condition of war, or any other condition determined by OGS to represent or constitute a threat to the safety of the public or the intended audience or facilities, including, but not limited to, the then current status of the state or federal alert systems, or by the restricted availability of motor fuel for the audience which renders this type of event(s) in the opinion of OGS financially infeasible or impractical, it is understood and agreed such affected events shall be cancelled and that there shall be no claim for damages by either party to this agreement. In the case of such a cancellation, the Permittee will not be entitled to a refund of any deposit or fees paid, but Permittee will receive a credit in the amount of such pre-paid amounts towards a rebooking or another event, provided they occur within one year of the scheduled date for the original event.
12. **By initialing in this box []**, the Vendor is applying for a waiver from the usual Commercial General Liability insurance requirements and it hereby certifies that it is a craft/merchandise vendor that will not sell any food or beverages at the event(s) and, further, that it is an unincorporated small business for which the provision of Commercial General Liability insurance would impose an undue financial burden. Vendor agrees that it will provide any documentation that may be requested by OGS to confirm these representations.
13. **Security Requirements.** Vendor agrees that a condition precedent to the entry of it and its subcontractors, agents, suppliers, employees and guests on the permitted location(s), shall be compliance with all security requirements of OGS and the New York State Police applicable to the permitted location(s).
14. The Vendor shall procure all licenses, certificates, permits or other authorizations from all governmental authorities having jurisdiction over the operations of the Permittee at the Premises that may be necessary for the lawful conduct of its operation.
15. In no case will the consideration payable to OGS under this Permit Agreement exceed \$25,000.00 without an amendment hereto signed by both parties and approved by the State Comptroller.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

By signing below, I attest that I have read, understand, and agree to the Vendor Rules & Guidelines.

***Participants
Please Sign Here***

By: _____

Signature

Name: _____

Print

Title: _____

Company Name: _____

Staff Use Only

THE PEOPLE OF THE STATE OF NEW YORK

By: _____

OGS Convention & Cultural Events

Notary Page – To Be Completed by a Notary

INDIVIDUAL, CORPORATE, PARTNERSHIP OR LLC ACKNOWLEDGMENT

STATE OF _____ }

:ss.:

COUNTY OF _____ }

On the ____ day of _____, in the year 20__ before me personally appeared _____, known to me to be the person who executed the attached Permit Agreement, who being duly sworn by me did depose and say that ____he resides at _____ in the Town of _____, County of _____, State of _____, and further that:

[Check One]

If an individual): __he executed the foregoing instrument in his/her name and on his/her own behalf.

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

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

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

Sworn to before this

____ day of _____, 20__

Notary Public

Vendor Selection Criteria

Food Vendors will be chosen by a selection committee utilizing the following criteria:

- Vendor's proposed menu items. Evaluators will make best efforts to provide an assortment of products to the public. Points will be determined with variety in mind and preference for unique offerings (25%).
- Total proposed costs (quality and price of food) (10%).
- Completeness of the information provided with the Permit Agreement and the Vendor Application (15%).
- Presentation of booth and signs (photos required) (10%).
- Experience in providing food vendor services in similar events/programs (company biography, resume) (30%).
- How Vendor's food items fit into the spirit and character of the event/program (10%).

Non-Food Vendors will be chosen by a selection committee utilizing the following criteria:

- Experience in providing services in similar events (company biography, resume) (20%).
- Total proposed costs (quality and price of items for sale) (15%).
- Completeness of the information provided with the Permit Agreement and the Vendor Application (20%).
- Presentation of booth and signs (photos required) (20%).
- How Vendor's sale items fit into the spirit and character of the event (25%).

For the above categories, those receiving a score of 75% or above will be awarded participation at the event, subject to space limitations at each event. Should the number of Vendors receiving a score of 75% or above exceed the space limitations, participation will be awarded to those achieving the highest scores.

Farmers Market Vendors will be chosen by a selection committee utilizing the following method:

Special Events staff shall prepare a single list of farmers market vendors (the "Vendor List") that contains the name and contact information of both (i) farmers that have previously participated in the Farmers Market Program and shown themselves to be responsible and reliable, and (ii) farmers that have expressed an interest in participating in the Farmers Market Program.

In preparing for the Farmers Market Program each spring, the OGS Special Events staff will determine the number of slots available at both the State Office Campus and the Empire State Plaza and review the Vendor List. From the Vendor List, Special Events staff will identify the vendors for each location that will provide a popular and diverse range of food offerings that meet the needs of both State employees and visitors and will then invite each of those vendors to submit an application for the Program. When selecting the vendors to whom invitations will be sent, the overall intent is to maximize the customer experience by securing experienced, responsible, and reliable vendors whose food offerings will complement and add diversity to the offerings of the other permit awardees. Priority may be given to responsible and reliable vendors that have participated in past Farmers Market

Programs, but staff should also give consideration to vendors without Farmers Market Program experience but which have food offerings that fill an unmet need.

Invited vendors that submit timely applications and are able to meet all Program requirements shall be issued a permit. If any of the invited vendors do not submit an application by the deadline or are unable to meet Program requirements, Special Events staff may review the Vendor List and invite a suitable vendor to fill any unused slot, keeping in mind the overall intent of the Program.

Vendors will not be allowed to provide vending services at the events until they are in receipt of written approval of their application to participate.