



Polish Dyngus Day Wednesday April 23rd 2014

The New York State Office of General Services Convention & Cultural Events Office invites you to apply to take part in the annual Polish Dyngus Day event at the Empire State Plaza. This year's event will coincide with the Wednesday Winter Farmer's Market. The celebrations will take place on the Empire State Plaza's South Concourse between the hours of 10:00 a.m. to 2:00 p.m.

Vendors offering crafted and commercial gift items are invited to apply to participate. All vendor applications for these events that are submitted by the below listed deadlines will be considered. Sending an application does not guarantee acceptance into the program.

Please be advised that new vendor guidelines have recently been adopted by the New York State Office of General Services, Special Events Office. In order to be open, transparent and fair to all applicants, a new process of evaluating all vendor applications is now in place and will be implemented for all events produced by the Special Events Office. A list of criteria, detailed in the application, will be used to review and evaluate each vendor application.

It is important that you read the entire application and fill it out in its entirety. If you fail to submit a complete application, you will be disqualified from participation. Thank you for your interest in the Empire State Plaza. If you have any questions, please contact us at (518) 408-1811 or at vendors@ogs.ny.gov.

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

1. The wherewithal of the Vendor to render the requested services to the State. (30%)
2. Total proposed costs (quality and price of sale items.) (20%)
3. Completeness of the application. (10%)
4. Presentation of booth and signs (photo.) (20%)
5. How Vendor's sale items fit into the spirit and character of the event. (20%)

Those receiving a score of 75% or above will be awarded a Vendor Permit Agreement, subject to space limitations. Should there not be enough space to accommodate all vendors attaining a passing score, then the available spaces will be awarded to those achieving the highest scores.

Early applications are encouraged.

The Application deadline is:

Wednesday April 9th 2014

Please see the complete list of Concourse Vendor Guidelines, attached as Appendix D.

This application is available from our website:

empirestateplaza.org

For additional information please contact Garrett Charland

Tel (518) 408-1811 Fax: (518) 473-0558

E-mail: garrett.charland@ogs.ny.gov

Appendix B Polish Dyngus Day Vendor Application

Please complete the application by indicating your space requirements below, along with the applicable fees. Be sure to include Albany County Health Department fee(s) if applicable. Basic booth space is 10' deep x 15' wide, includes 1 table, 2 chairs, and 1 parking space. Additional space will include 1 extra table.

Vendor Name: _____

Polish Dyngus Day (4/23) Hours: 10am - 2pm, Load-in: 8am

10' x 15' space _____ X \$80 \$ _____

Each additional 15' _____ X \$50 \$ _____

Additional Table _____ X \$5 Additional Parking _____ X \$10 \$ _____

Albany County Temporary Health Permit* _____ x\$30) \$ _____

\$30 per event per vendor

*Permit is mandatory for sampling food.

Multiple units by same vendor at same event need only 1 permit.

Total Payment Payable to NYS Office of General Services Enclosed: \$ _____

Please make checks payable to: NYS Office of General Services

*Return completed application with payment to:
NYS Office of General Services, PO Box 2282, Albany, NY 12220*

Appendix C Polish Dyngus Day Vendor Information

Please complete the following Vendor Information form.

Business Name _____

Is your business a registered NYS Minority & Women Owned Business Enterprise? Y___ N___

Contact _____ E-Mail _____

Address _____

City/Town _____ State _____ Zip _____

Telephone _____ Fax _____ NYS Sales Tax # _____

IMPORTANT-Please provide: (Please attach additional pages if necessary)

A brief description of your
business: _____

Products you will be selling (please be specific) including sale prices. Attach additional pages if
necessary: _____

Also provide a description of services, years in business and past events. Attach additional pages if
necessary: _____

Photo of vending area attached: Y or N

List of sale items, including sale prices: Y or N

Vehicle Information

Please print clearly. Failure to provide complete information may delay or prevent access.

Will your vehicle fit in the V-Lot (6ft 6in or lower in height)? _____yes

Will you need oversize vehicle parking in P-1N Lot (6ft 6in or higher in height)? _____yes

Driver 1 Name (Exactly as it appears on license): _____

Driver's License Number & State: _____

Plate # _____ State Plate: _____ Trailer Plate # / State _____

(If applicable)

Driver 2 Name (Exactly as it appears on license): _____

Driver's License Number & State: _____

Plate # _____ State Plate: _____ Trailer Plate # / State _____

APPENDIX D

EMPIRE STATE PLAZA -- CONCOURSE VENDOR RULES & GUIDELINES

Application & Payment

- Vendor participation must be confirmed by the New York State Office of General Services (OGS); confirmation will not take place until the vendor's application(s) and full payment are received.
- Documents must be received by the deadline date; there is no day-of-event application.
- Participants must indicate on their application what products will be sold or what services will be promoted. Vendors who misrepresent themselves or their products for the purpose of securing booth space will forfeit participation in /future events.
- Payment for vendor space may be charged or made by check, money order or credit card payable to: NYS Office of General Services.
- Once payment is made, refunds are not possible unless application is not accepted by OGS. Credit may be issued for exceptional circumstances, to be determined by OGS. Should a credit be issued, the cost of reserved parking may be withheld.
- Failure to pay outstanding invoices will forfeit future participation.

Booth Space - Concourse

- OGS will provide tables and chairs for vendor booths on the Concourse.
- All booth placements will be at the discretion of OGS.
- Vendors may not share booth space for the purpose of reducing application fees.
- Booths may not be loaned or sublet to anyone other than the applicant.
- Booths must be attended at all times.
- Tax ID must be in plain view if sales are taking place.
- Prices must be prominently posted at the sales location.
- Vendors may bring their own tables or additional equipment as needed; all items must fit within the designated booth space.
- Vendors are encouraged to bring hand carts or wagons to assist with the transport of merchandise.
- Electrical outlets are available; vendors must provide their own extension cords and power strips.
- Vendors are expected to maintain the cleanliness of their booths at all times.
- Failure to leave the booth area in the condition it was provided will forfeit future participation.

Display Area

- Tables should be covered with material suitable for tables (tablecloths, cloth fabric, plastic, etc.)
- Any display units (shelves, racks, etc.) should be made of a suitable material to enhance the theme of the display or be covered, painted or in some way decorated to hide unfinished materials (unfinished plywood, particle board, etc.).
- Signage should be neat, legible and professional looking.
- The use of cardboard box ends or other found materials are not permitted for signage material.
- Novelty signs are permitted but must maintain a professional appearance.

Merchandise

- Ready-to-eat food products are not permitted for sale.
- All merchandise must be suitable for a family audience.
- Logo or designer products must be authenticated as under license from legitimate sources.
- Quantity and quality of products for sale must be sufficient to be considered first quality.
- Items marked "close-out," "seconds," or similar are not permitted.
- Used goods, unless considered "collectibles" are not permitted.
- Yard sale, flea market, or swap meet type products and displays are not permitted.
- OGS reserves the sole right to request removal of any products that it feels are not suitable for display and/or sale.

Insurance

- Vendors must provide a certificate of insurance which includes the following coverage:
 - ✓ Commercial General Liability (CGL) \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate
 - ✓ Workers' Compensation Insurance and Disability Benefits Requirements wcb.ny.gov
 - ✓ Automobile Liability with at least the minimum limits provided by New York state law (*outdoor Plaza events only*)

Note: Vendors wishing to apply for a waiver must meet the terms outlined in Item 12 of the Permit Agreement.

Notary

- An *Individual, Corporate, Partnership or LLC Acknowledgment* must be filled out by a notary and signed by a notary. This document is provided with the application form.

Food Products

- Food products may be offered on an event by event basis at the discretion of OGS. Vendors are required to comply with all Department of Health rules and regulations.
- A temporary food operation permit, issued by the Department of Health, is required for all vendors, groups and organizations wishing to sell or provide sample food products at the Empire State Plaza and Harriman Campus. Vendors must apply for the permit, even if the vendor holds a permit for another location and/or event.
- To apply for a permit, specific documents must be included to prove Worker's Comp and Disability Insurance status. If the vendor is exempt, a specific document containing that information must be provided. Vendors seeking permission to sample must provide these documents WITH the vending application. Otherwise, the application will be returned.
- Pre-packaged food products must be prepared in a commercial, inspected kitchen. Pre-packaged food products are defined as bagged, jarred, canned, bottled or processed. Specialty food products refer to packaged items not intended to be eaten on the spot.
- All food in its raw state must be cooked outdoors on the Plaza level – cooking is not allowed on the Concourse.
- Food reheating is allowed on the Plaza's Concourse level on an event by event basis - electrical and sterno heating units only are allowed.
- All LP - Gas tanks must have Hydro Test Tags date stamped within the past five years.
- All grease used for deep fat frying or other purposes must be removed by vendor at the close of the event. On occasion, grease barrels may be provided to dispose of used cooking grease. The Event coordinator will advise the vendors of the location(s).
- Vendors cooking with an open flame (LPG gas, charcoal, etc.) are required to have a 2A-10B-C (ABC) fire extinguisher. Deep fat frying requires a **Class K** extinguisher (silver - not red) in addition to the ABC extinguisher. Fire extinguishers must be charged and have been inspected within the last calendar year. Vendors who do not comply with these regulations will not be allowed to cook.
- Potable water is available at central locations on the Plaza level. Individual water lines are not available or permitted.
- Trash receptacles are provided for patrons only. All refuse (boxes, cans, oil-grease etc.) are the responsibility of the vendor and must be removed
- The use of any public serving container made from or with the recycling code number 6, known as polystyrene foam is prohibited from use. Vendors found using items made of this material will be given one warning. Repeat use will result in loss of vending privileges with no credit or refund.
- OGS reserves the right to offer promotional sampling at all programs. This may include free samples of food and beverage items. All attempts will be made to provide this information to vendors prior to the event.

Parking

- Parking is available in the Visitors Lot (V Lot) located on P-3 North.
- Arrangements may be made for vehicles that are 6' 6" in height or higher to park in the P-1 North Lot.
- Arrangements may be made for vehicle access to the Plaza level.
- For all parking arrangements, see the Event Coordinator for direction and details.

General Conditions

- All participants are expected to conduct themselves with courtesy and in an orderly manner. Arguments, harassment, sexual harassment, name-calling, profane language, or fighting are grounds for revocation of the vendor permit.
- 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.
- Vendors may not refer to themselves as a "sponsor," "co-sponsor" or other terms conferring status other than of a participant.
- OGS reserves the right to restrict the sale of items considered to be of dangerous or destructive nature (examples: weapons, firework novelties, etc.)
- OGS will not consent to the sale of merchandise containing the names, logos and/or images of New York State, the NYS Capitol, Empire State Plaza or Harriman State Campus.

Polish Dyngus Day Vendor 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"). W I T N E S S E T H

WHEREAS, OGS has jurisdiction over the rooms, facilities and general domain of the Empire State Plaza, (hereinafter referred to as "Plaza") and

WHEREAS, OGS, through its Convention & Cultural Events Office (hereinafter referred to as "CCE"), wishes to permit food, craft, merchandise and other vendors to take part in community events for the sale and distribution of certain products and services (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 and must be submitted with the Permit Agreement for consideration.
- 2. Location.** The Vendor Area will be located in designated areas at the Empire State Plaza and Harriman State Office 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 with the OGS CCE who will sponsor the event, to be submitted, evaluated and approved by OGS CCE before OGS signs this agreement. Space will be allocated by OGS CCE, per the Vendor's Application request and as space permits. Vendor is hereby granted a non-exclusive right, for those events that are approved by OGS on the Vendor Application, 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 is attached hereto as Appendix B hereof and is 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 or distribute any food, and that are granted a waiver from the commercial general liability (CGL) insurance requirements after they have certified that they are an unincorporated small businesses for which the provision of CGL insurance would impose an undue financial burden, are not required to provide proof of CGL insurance coverage (see Section 12). There are no waivers available for the workers' compensation, disability insurance and automobile insurance requirements. Also, wineries and microbrews are required to provide proof of liquor liability insurance.

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

Automobile Liability, with at least the minimum limits provided by NYS law

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, Financial Administration Office, 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 – Financial Administration, 40th Floor, Mayor Erastus Corning 2nd Tower, Empire State Plaza, Albany, NY 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 130 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 at the Plaza. **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 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.** Vendor must comply with all provisions of the OGS Facility Use Regulations found at Parts 300 and 301 of Title 9 of the New York Codes, Rules and Regulations. Additionally, the Vendor agrees to abide by any additional rules governing the operation of Vendors at the permitted location heretofore or subsequently adopted by OGS. Initial additional rules and guidelines, attached hereto as Appendix D-, 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 Vendor Agreement without the prior written consent of OGS. Such consent may be unreasonably withheld.

11. Force Majeure If the event is 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 in the opinion of OGS financially infeasible or impractical, it is understood and agreed this agreement 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 or distribute any food at the event and, further, that it is an unincorporated small business for which the provision of CGL 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. **Vendor acknowledges that the workers compensation, disability insurance and automobile insurance requirements cannot be waived.**

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, shall be compliance with all security requirements of OGS and the State Police applicable to the permitted location.

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

**Participants
Please Sign
Here**

By _____

Vendor

Name: _____

Title: _____

Staff Use Only

THE PEOPLE OF THE STATE OF NEW YORK

By _____

OGS Convention & Cultural Events

THIS IS TO BE COMPLETED IN FULL BY A NOTARY

Individual, Corporate, Partnership or LLC Acknowledgment

STATE OF _____ }

:ss.:

COUNTY OF _____ }

On the day of _____, in the year 201____ before me personally appeared

_____,
known to me to be the person who executed the attached document, 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 _____, 201____

Notary Public

If paying by credit card, please complete the form below and submit it with your application.



**New York State Office of General Services
Convention & Cultural Events Office**



Please charge my: Amount: \$ _____

Account No. - - -

Expiration Date: / Billing Zip Code: -
Month Year

CVV2 (3 digit number on back of Visa/MC, 4 digits on front of AMEX) _____

Name: _____
Please Print

Signature: _____ Date: _____

If credit card name is different from business name, please indicate business name:

.....OFFICE USE ONLY.....

Inv. # _____ Rec'd by _____ Program _____