

**New York State Office of General Services
Special Events Office
Harriman State Office Campus Summer
2011 Food Vending Application Packet**

Dear Food Service Vendor,

Attached please find the information for application to participate in the Harriman State Office Campus Summer 2011 Food Vending Program. The season will start Monday, May 2 and continue until Friday, September 30. As in past years, a weekly Farmer's Market will take place on Thursdays and Craft Fairs will be scheduled monthly.

OGS will require participants to use environmentally friendly practices as it relates to temporary food service vendors. What is commonly known as "Styrofoam" will no longer be allowed as food containers at the Campus. Polystyrene foam - aka Styrofoam, is most frequently used in cups, plates, and "to-go" containers. Packaging and products containing polystyrene can usually be identified by a recycling triangle logo with the number 6 stamped on the item. These items will not be permitted for public use.

Below is a check list for your use indicating what documentation we will require to process and approve your application:

1. Fully completed 2011 Food Vending Application Form.
2. Payment of \$1,000 for the five-month season. Payment may be made by check or money order payable to: OGS Special Events, or using the attached form, with credit card.
3. Payment will be as follows - \$500 with initial application, \$500 due by 7/1.
4. Signed and Notarized Permit Agreement
5. Copy of NYS Tax Identification Card
6. Copy of Certificate of Liability Insurance naming NYS OGS as an additional insured. (Certificates may be faxed to the Special Events Office at 473-0558 by your insurance agent.)
7. Copy of Albany County Health Department Mobile Food Service Permit including list of products to be served. – required before permission to start vending can be given.

This material may be mailed to: New York State Office of General Services
PO Box 2117
Albany, New York 12220

Specific questions should be directed to Kurt Vincent, 474-5986 e-mail: kurt.vincent@ogs.state.ny.us

You may not start vending until your completed application has been received and approved by OGS.

Thank you.

**New York State Office of General Services
Special Events Office
Harriman State Office Campus Summer
2011 Food Vending Application**

Business Name _____

Owner's Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Emergency (after hours) Phone _____

E-mail address _____

Sales Tax Number _____

Please describe unit with dimensions (truck, trailer, cart, canopies, etc.) _____

Planned Menu: _____

Please return completed application packet to:

New York State Office of General Services
PO Box 2117
Albany, New York 12220

DO NOT WRITE BELOW - FOR OGS USE ONLY

Approved for the following location: _____

BY: _____
Name:
Title:
Date:

**New York State Office of General Services
Special Events Office**

Harriman State Office Campus Summer Food Vending

Empire State Plaza Concert & Festival Food Vending

OGS prohibits the use of polystyrene foam by food service vendors at public events.

Items made of polystyrene foam, also known by the brand name “Styrofoam” include plates, cups, bowls, “to-go” containers among other food service items. These items are frequently marked with the following symbol:



In 2008 the New York State Office of General Services instituted a “go green” initiative for contracted food service outlets located at State-owned facilities. OGS maintains an on-going commitment to environmental stewardship. An opportunity exists to start the process of moving toward more environmentally responsible practices at outdoor community events and daily food service programs administered by OGS.

Packaging and products containing polystyrene can usually be identified by a recycling triangle logo with the number 6 inside it stamped on the item. Once used, polystyrene foam takes from years to decades to break down in the environment. Additionally, this product is petroleum-based, highly flammable and a chemical called benzene, a known human carcinogen, is used in its production. Nearly two dozen cities in the USA have banned the use of polystyrene for the use by food service outlets.

Please see page 11, item 16 under Appendix B for additional information.

5. **Indemnification.** The Vendor agrees to defend, indemnify and save harmless OGS and the State of New York and its 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 stands, booths or other installations or structures of any kind at the Campus, or the sale of any products there from. This obligation of indemnification shall not be limited to the amount of any insurance coverages required hereby.
6. **Rules and Regulations.** The Vendor agrees to abide by any rules and regulations governing the operation of Vendors at the Campus heretofore or subsequently adopted by OGS. Initial rules and regulations, attached hereto as Appendix "B", are expressly incorporated into and made part of this agreement.
7. **Compliance.** The Vendor agrees to comply with the terms of this agreement and the rules and regulations pertaining to food vending at the Campus. Failure of the Vendor to comply with these terms will result in revocation of the permission to participate granted herein.
8. **Reservation.** OGS reserves the right to change the location, dates, hours, or to terminate entirely the operation of any day of the Program, 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. In no case shall any such change or cancellation be deemed a breach of this Agreement and the State shall not incur any liability therefore for lost profits or any other damages.
9. **Assignment.** The Vendor agrees not to assign this Agreement without the prior written consent of OGS. Such consent may be unreasonably withheld.
10. **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.
11. **Appendix A.** Appendix A, Standard Clauses for all New York State Contracts, is attached hereto and hereby incorporated by reference and made a part hereof as fully as if set forth at length herein.

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

THE PEOPLE OF THE STATE OF NEW YORK

By _____
 OGS Special Events Office

 Vendor's Name (Please Print)

By _____
 Signature Vendor

Name:

Title:

THIS IS TO BE COMPLETED BY THE NOTARY AND NOT THE PARTICIPANT:

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

APPENDIX A
STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance law.
3. **COMPTROLLER'S APPROVAL** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall be reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contractors execution, such contract, amendment or modification thereto

shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(A) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(B) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purpose and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then: (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation; (b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or

representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the Work) except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

Department of Economic Development
Division for Small Business
30 South Pearl Street

Albany, New York 12245
Tel. 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

Department of Economic Development
Minority and Women's Business Development Division
30 South Pearl Street
Albany, New York 12245
www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a state that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments (Chapter 684, Laws of 1994) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street; Albany New York 12245, for a current list of states subject to this provision.

(Revised August, 2000)

RULES FOR CAMPUS FOOD VENDORS

Payment & Application

1. OGS will invoice all Vendors for payment at the time the application is accepted. Payments will be due as follows: \$500 with application, \$500 by July 1, 2011. Total amount per space \$1,000.00
2. Failure to pay all outstanding invoices when due will forfeit participation for balance of season.
3. Participants with a history of late payment may be required to prepay all fees.
4. Returning vendors in good standing will be given first consideration.
5. Unless prior arrangements have been made with OGS, all vendors are expected to complete the entire season and payment must be made for the entire year to be eligible to return the following year.

Vending Location

6. Each vendor will be assigned a specific vending location within the designated food court area. Location changes are permitted only with written, prior approval from OGS.
7. Vehicle length must not exceed 24' step van and 20' trailer without written permission from OGS.
8. Vendor participants are expected to maintain the cleanliness of their booths at all times. Failure to leave booth space in condition found may forfeit future participation by vendor.

Vending Times

9. Vendor load in shall be between 7:00 and 11:00 am.
10. Vehicles will not be permitted to enter the food court after 11:00 am.
11. No vehicle will be permitted to depart the food court prior to 1:30 pm.
12. Vending hours will be 8:00 am. - 2:00 pm. No vendor will be allowed to sell prior to or after these hours.
13. Arrival and departing times will be strictly enforced. Anyone moving vehicles during service time will receive one (1) warning; repeat offenders will lose their right to operate on NYS property.

Arrival & Parking

14. All Vendors must enter and depart the vending area from the main exit between Bldgs. 8a and 4.
15. All tow and support vehicles must be parked in Parking Lot "D". A permit must be obtained from Bldg. 18 (Campus Manager's Office.) Only vehicles vital to the operation of a food cart will be permitted to remain on site with prior approval from OGS.
16. Vendors may drive vehicles to site for the limited purpose of load-in/load-out. Vehicles will not be permitted to remain at site during vending hours. Should it become necessary, any vehicles left at vending site will be towed at owner's expense.

Conditions

17. 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.
18. NYS Department of Environmental Conservation has indicated the location of the daily food service program lies within a protected watershed area. The release of any material into storm drains or other drainage areas that could contribute to the contamination of this watershed area is strictly prohibited. This includes cooking liquids, steam table liquids, grease or any other liquid. Waste liquids should be removed from the site by the vendor.
19. Electrical power will be provided to each vendor. A maximum limit of 20 amps, 110 volts is available. Should an additional electrical outlet be available in an adjacent space, OGS reserves the right to designate or refuse use of said outlet.
20. All LP - Gas tanks must have Hydro Test Tags date stamped within the past five years. Only one backup LP tank will be allowed.
21. No open air cooking, smokers or anything that produces abnormal amounts of smoke, orders or fumes will be permitted without written permission and prior inspection of equipment by OGS.
22. All refuse (boxes, cans, oil-grease etc.) are the responsibility of the vendor and must be removed. Trash receptacles are for patrons only. Participants are expected to maintain the cleanliness of their booths including grounds below and around booth at all times. Any staining resulting from oil(s) or grease shall be cleaned appropriately and thoroughly. Dumping of any substance except clean water into storm drains is prohibited.
23. OGS does not provide tables, chairs or other equipment.
24. Vendors may not occupy multiple spaces.
25. Vendors may only sell menu items previously approved as stated on the County Health Department Vending Permit and applied for through their application to the Albany County Department of Health. Any requests for changes must be approved by the Albany County Department of Health and copied to OGS.

26. The sales, sampling or distribution of products other than food or beverage items is prohibited.
27. OGS reserves the right to prohibit the sale, display or distribution of certain items, if in its sole opinion these items may reasonably cause concern over public safety.
28. Sales Tax ID number must be in plain view.
29. Vendors may not loan, sublet or sell as part of a business sale the booth space to anyone other than the applicant.
30. Booths must be attended at all times.
31. On occasion, product sampling or other food and/or beverage distribution may take place. OGS will take all efforts to inform vendors when and if this should take place.
32. All Vendors are expected to conduct themselves with courtesy and in an orderly manner.
33. Any articles found by a Vendor must be turned over to the NYS Police immediately. Customers looking for lost items should be directed to the NYS Police.

February 7, 2011