



NEW YORK STATE
**OLYMPIC REGIONAL
DEVELOPMENT AUTHORITY**

Request for Proposals (RFP)
for
Marketing Services

RFP Release Date: April 2, 2024

RFP Submissions Due: May 10, 2024

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Section 1. Definitions

In addition to the terms capitalized and defined in the body of this RFP, the following terms are defined as set forth below.

1.1 Agreement – Professional Services Agreement awarded to successful Offeror.

1.2 Contractor – The successful Offeror to whom an Agreement is issued pursuant to this RFP.

1.3 Request of Proposals or RFP – This Request for Proposals.

1.4 Olympic Authority – The New York State Olympic Regional Development Authority.

1.5 Offeror – Any person, partnership, firm, corporation or other authorized entity submitting a proposal to the Olympic Authority pursuant to this RFP.

Section 2. The Olympic Authority Mission and Venues

The mission of the Olympic Authority is to create economic and social benefit in the Adirondacks and Catskills by operating year-round venues that provide recreational and athletic development opportunities, achieved through a commitment to continuous improvement and emphasis on environmental stewardship, fiscal responsibility, and the delivery of world-class programs and experiences to persons of all ages and abilities.

The Olympic Authority has multiple venues located in Essex, Ulster, and Warren Counties consisting of Belleayre Mountain, Gore Mountain, the Olympic Center and Lake Placid Conference Center, the Olympic Sports Complex at Mt Van Hoevenberg, the Olympic Jumping Complex, and Whiteface Mountain (collectively the “Venues” and each, individually, a “Venue”).

All Olympic Authority venues are operated and maintained in a manner designed to provide an excellent guest, athlete, and event experience at all times of year and offer a desirable showcase for the right sponsors and advertisers of products and services.

It is the responsibility of the Olympic Authority to generate revenue to offset the costs of facility maintenance and operation, and sponsorships are an important part of the Olympic Authority’s business plan.

Section 3. Overview

The Olympic Authority invites proposals for comprehensive Marketing Services with a core focus on media buying services. This RFP is issued by the Olympic Authority’s Sales & Marketing Department and targets qualified marketing firms or agencies with expertise in marketing, digital media, and advertising.

The selected Contractor will work closely with the Olympic Authority, functioning as an extension of its team. Their responsibilities will include developing and executing marketing strategies as mutually developed and agreed upon throughout the year, managing digital paid media campaigns, and driving sales and revenue across all Olympic Authority Venues. The Contractor

must be capable of delivering high-quality work within tight deadlines. The Olympic Authority expects the agency to proficiently handle large-scale digital media campaigns, including analytics, to enhance overall marketing effectiveness. All work must align with the Olympic Authority's mission and values. Terms of the agreement will be mutually determined and finalized before the contract signing.

Venues

The State of New York has made significant and unprecedented investments in the Olympic Authority Venues to create world class sport, recreational, and tourism facilities. National and world championships are regular events at our Adirondack Venues in a variety of winter sports, and all of this occurs alongside some of the most popular year-round recreational attractions in New York. The Venues are readily accessible, located minutes off the Interstate I-87 between Montreal and New York City. The Venues drew more than one million visitors from all of New York, the Northeast, United States, and the world. The rest of the world has had the opportunity to view our many televised events such as World Championship Figure Skating, World Cup Bobsled and Ski Jumping, and full event coverage of the Lake Placid 2023 World University Games. Our 2023/24 event schedule includes hockey, figure skating, biathlon, ski jumping, alpine, freestyle, and cross country skiing. 2025 sees the return of the International Bobsled Federation World Championships to Lake Placid, along with several other world class events.

The Olympic Authority's events history can be viewed at: <https://orda.org/eventhistory/> Venue highlights are as follows:

Whiteface Mountain

- Host mountain for the 1980 Olympic alpine events.
- The greatest vertical east of the Rocky Mountains.
- Easily accessible from Montreal, Canada (2 hours) and Albany, NY (2 hours).
- Industry-leading lifts and snowmaking systems.
- Hosted 2023 NCAA National Ski Championships.
- Summer daily activities including the historic Veterans' Memorial Highway
- www.whiteface.com

Gore Mountain

- Gore is the largest ski area in New York: 4 mountains, 9 sides, 448 acres with 14 lifts and 109 trails.
- 90 minutes from Albany, NY, and 4 hours from New York City.
- Industry-leading lifts and snowmaking systems.
- Hosts state and regional Nordic championships.
- Host United State Ski and Snowboard skier and boarder cross scheduled events.
- www.goremountain.com

Belleayre Mountain

- Belleayre is 2 ½ hours from New York City with easy access to the largest population market in the U.S.
- Belleayre is home to the first chairlift in New York State.

- Industry-leading lifts and snowmaking systems.
- Belleayre has 8 lifts (including a high-speed gondola and detachable quad), 174 skiable acres, and 50 trails.
- Belleayre's gondola is the closest gondola to New York City.
- Summer daily activities including concert series and largest beach area in the Catskills.
- www.belleayre.com

Mt Van Hoevenberg

- Host site for 1932 and 1980 Olympic Nordic, Bobsled and sliding sports.
- Regular host of world cup bobsled, skeleton, and luge sliding events.
- Hosted 2023 Push Track World Championships.
- Hosted 2023 NCAA Nordic Championships.
- Home of USA Bobsled and Skeleton, and USA Luge.
- Training center for USOPC, and U.S. and international NGBs.
- Operates 1-mile long refrigerated track for training, events, and public rides.
- State of the art guest and event lodge with 500 feet of indoor refrigerated push track for training and events.
- New sanctioned Nordic and Biathlon racecourse with advanced snowmaking and summer paved surface.
- Longest mountain coaster for public rides in North America.
- Hiking center.
- Indoor climbing wall.
- www.mtvanhoevenberg.com

Olympic Jumping Complex

- Host site for 1932 and 1980 Olympic jumping events.
- Only homologated jumping complex for winter and summer events in North America.
- 10, 20, 47, 90, and 128 meter jumps.
- Training center for USOPC.
- Gondola ride and scenic elevator public rides to viewing deck on top of 128 meter jump.
- Zipline public ride follows flight path of 90 meter jump.
- www.olympicjumpingcomplex.com

Olympic Center

- Host site for 1932 and 1980 Olympic hockey, figure, and speed skating events.
- Site of the 1980 Olympic "Miracle On Ice": USA 4, Soviet Union 3.
- Site of Eric Heiden's 5 gold medal sweep of men's speed skating events.
- Newly restored and modernized venue, arenas, and public spaces.
- 3 indoor ice sheets and an outdoor Olympic-size oval.
- Olympic arena hosts national and world championship events; seats 7,500.
- Olympic arena hosts Division 1 Men's ECAC Championships - ECAC Conference team is reigning National Champion.
- Hosts USA Hockey events.
- Hosts hockey and figure skating tournaments throughout the year.

- New Olympic Museum – second largest winter Olympic museum in the world.
- Conference Center - largest space between Montreal and Albany.
- www.lakeplacidolympiccenter.com

Section 4. Registered Offerors, RFP Timetable & Proposal Submission

4.1 Registered Offerors

To become a registered Offeror the following information shall be submitted to the designated contact: Organizational Name and Mailing Address, Primary and Secondary Contact Names, Phone Numbers and Email Addresses. (Secondary Contact is MANDATORY). Only registered Offerors shall be allowed to submit a proposal.

4.2 RFP Timetable

The following timetable is established for this RFP and is subject to change. The Olympic Authority may extend the due date for proposals by issuance of published addenda to this RFP. Prior to submitting a proposal, Offeror should check the Olympic Authority's website (<https://orda.org/do-business/>) to confirm the issuance of any addenda relating to this RFP schedule.

Issuance of RFP:	April 2, 2024
Deadline for Submission of Offeror Questions:	April 12, 2024 @ 4:00 PM ET
Issuance of Responses to Offeror Questions:	April 26, 2024
End of Addenda:	May 3, 2024
Proposal Due Date:	May 10, 2024 @ 4:00 PM ET

4.3 Proposal Submission

Only proposals from Offerors who furnish all required information and meet the mandatory requirements will be considered. Submit all required RFP documents to the Olympic Authority by email at the following address:

Olympic Regional Development Authority
Attn: Eugene Baritot
Digital Marketing Manager
37 Church Street
Lake Placid, NY 12946
ebaritot@orda.org

The Olympic Authority will not be held liable for any cost incurred by the Bidder for work performed in the preparation and production of a proposal or for any work performed prior to the formal execution of a contract. Proposals must be received at the above address on or before 4:00 PM ET on the date indicated in Section 4.2. The received time of proposals will be determined by the

Olympic Authority at the above noted location. **Offerors assume all risks for timely, properly submitted deliveries.**

LATE PROPOSALS MAY BE REJECTED

Any proposal received at the designated location after the established time will be considered a Late Proposal. A Late Proposal may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Proposal may be accepted in the Olympic Authority's sole discretion where (i) no timely proposals meeting the requirements of this RFP are received, or (ii) the Offeror has demonstrated to the satisfaction of the Olympic Authority that the Late Proposal was caused solely by factors outside the control of the Offeror. However, in no event will the Olympic Authority be under any obligation to accept a Late Proposal.

The basis for any determination to accept a Late Proposal shall be documented in the procurement record.

FIRM OFFER

Proposals must remain an effective offer, firm and irrevocable, for at least forty-five (45) calendar days from the due date, unless the time for awarding the contract is extended by mutual consent of the Olympic Authority and the Offeror. A proposal shall continue to remain an effective offer, firm and irrevocable, subsequent to such forty-five (45) calendar-day period until the Olympic Authority's issuance of an Agreement or withdrawal of the proposal in writing by Offeror.

OWNERSHIP OF RFP AND BIDS

This RFP remains the property of the Olympic Authority at all times, and all responses to this RFP, once delivered, become the property of the Olympic Authority.

4.4 Information to Furnish with Proposal

Offeror may submit with their proposal detailed specifications, circulars, case studies, reports and other materials on the product and/or service to be furnished. Any materials or terms that conflict with the provisions of this RFP will not be considered. The Olympic Authority reserves the right to request any additional information deemed necessary for the proper evaluation of proposals.

Interested Offerors should send their submission electronically (PDF format preferred) to the Designated Contacts listed in Section 5.1. If submissions require larger files or other materials, a Offeror may mail a copy to the address listed in Section 5.1.

The following is a list of required information that must be provided in the submission.

1. Include a **cover letter** with the following items:
 - a. The legal name of the Offeror, title, phone number, fax number and email address of the individual within the agency who will be the Olympic Authority's primary contact concerning this RFP

- b. The identities of the primary staff proposed to provide services relating to this RFP
 - c. A statement that the Offeror understands that award of an Agreement does not guarantee any services will be requested from the Olympic Authority
 - d. The cover letter must be signed by the individual(s) authorized to bind the Offeror contractually. Indicate the title or position that the signer holds within the Offeror. The Olympic Authority reserves the right to reject a submission that contains an unsigned cover letter.
2. Provide a description of the Offeror's organization and the resumes of directors, senior marketing/media team, and account executives to provide services to the Olympic Authority.
3. Submit example(s) of similar work in which firm or agency has previously executed (either in house or with a sub-contractor)
4. Provide a description of the Offeror's experience delivering similar services.
 - a. Include the names, titles and phone numbers of at least three (3) references.
5. Outline the Offeror's approach to project management for similar projects.
6. Explanation why Offeror would be a successful fit for the Olympic Authority.
7. Provide a list of all billable rates, fees, or charges by Offeror.
8. As a Public Authority, the Olympic Authority is subject to the provisions and requirements of Public Officer's Law Article 6 §§ 84-90, more commonly known as the Freedom of Information Law ("FOIL"). The Olympic Authority shall take reasonable steps to protect from public disclosure any records that are exempt from disclosure under the trade secret/competitive injury exemption of Section 87 of the Public Officers Law (the "Statute") provided that: (1) Offeror proactively notifies the Olympic Authority in writing of the records it has provided to the Olympic Authority that Offeror believes in good faith would cause harm to its competitive position if such records were to be released in response to a FOIL request; (2) Within ten (10) business days following the Olympic Authority's receipt of any request for disclosure of such records under FOIL, the Olympic Authority shall notify Offeror in writing of such request and shall provide Offeror with the specific language of the FOIL request, and shall identify any records that the Olympic Authority believes are responsive to such request; (3) Offeror shall timely inform the Olympic Authority in writing and in no event later than ten (10) business days after receipt of written notice from the Olympic Authority of the request, that said records should not be disclosed; (4) the basis for supporting the trade secret/competitive injury exemption of such records shall be sufficiently identified by Offeror in accordance with applicable law. Nothing contained herein shall diminish, or in any way adversely affect, either Olympic Authority's or the Offeror's right to discovery in any pending or future litigation.

Section 5. Designated Contact, RFP Questions and Clarifications & Proposal Exceptions

5.1 Designated Contact

Important guidelines regarding communications during this procurement are included in this RFP as Attachment A. Offerors are advised to be familiar with these guidelines before contacting the Olympic Authority staff, as prohibited contact or communication may result in disqualification from participation in this RFP. The following individual(s) are the **ONLY** Designated Contact for this RFP process.

Designated Contact(s): Eugene Baritot,

E-mail: ebaritot@orda.org
Mailing Address: Olympic Regional Development Authority
37 Church Street
Lake Placid, NY 12946

5.2 RFP Questions & Clarifications

All questions regarding this RFP, including questions regarding the minimum qualifications and specifications, should be emailed to the above designated contact by the date and time indicated in Section 4.2. Questions submitted after the deadline indicated may not be answered. A Offeror is strongly encouraged to submit questions as soon as possible. The Olympic Authority will provide written responses to all questions of a substantive nature in the form of one or more addenda to this RFP, which shall be published on the Olympic Authority's website (<https://orda.org/do-business/>), and which shall be emailed to all Registered Offerors.

If a Offeror intends to submit a proposal that deviates from the requirements of the RFP in any way, the proposed deviations should be submitted during the Questions period so that they may be given due consideration prior to the submission of proposals. See the Proposal Exceptions Section for additional information.

5.3 Proposal Exceptions

The Olympic Authority will consider all requests to waive any proposal requirement. However, Offerors should be aware that failure to obtain a waiver of any proposal requirement in advance of proposal submission could result in rejection of Offeror's proposal and disqualification from the bidding process. Offerors wishing to obtain an exemption or waiver for any part of this solicitation must request such in writing as described in Section 5.2. The request must cite the specific section and requirement in the question, and clearly identify any proposed alternative. Requests will be considered and responded to and posted in the form of a question-and-answer document released through an addendum. Please note that the Olympic Authority will not consider waivers or exemptions to any provision of the Olympic Authority's Standard Contract Terms (Attachment B).

All other inquiries and requests for information regarding this RFP must be made in writing and emailed to the Olympic Authority at the address listed in Section 5.1 above. Individual responses will not be provided. The Olympic Authority will provide written responses to questions in the form of one or more addenda to this RFP, which shall be published on the Olympic Authority's website (<https://orda.org/do-business/>), and which shall be emailed to all Registered Offerors. Such official addenda are the only authorized method used to communicate substantive information, including the clarification or modification of the timeline, any terms, or other requirements of this RFP. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect.

Section 6. Administration Information

6.1 Method of Award

Award(s) shall be made by highest scored proposal on the basis of "best value", as the term is defined in New York State Finance Law §163, to the responsible and responsive Offeror that meets all specifications.

ALL BIDDERS MUST COMPLETE THE BID REQUIREMENTS/CERTIFICATIONS (ATTACHMENT A).

Following a review of all proposals, tentative award shall be made to the highest scored responsive and responsible Offeror by the Issuing Office. Formal award will be made by issuance of an Agreement by the Olympic Authority to the winning Offeror that incorporates all terms and conditions contained in this RFP.

6.2 Price

Proposal price shall include all costs required to provide the services as specified herein, including travel, licenses, insurance, administrative and ancillary costs.

6.3 Term of Contract

1. This Agreement shall commence on the date of issuance by the Olympic Authority and, unless terminated earlier in accordance with the provisions of the Agreement, shall continue in full force and effect for a period of one (1) year ("Initial Term").
2. Renewal Term: Following the conclusion of the Initial Term, the Olympic Authority may choose to negotiate a renewal of the Agreement for up to four (4) additional one-year terms (each a "Renewal Term"). In that event, the Olympic Authority will notify Contractor in writing at least ninety (90) days prior to the end of the Initial Term or any subsequent Renewal Term.

6.4 Method of Payment

The Olympic Authority and the selected Contractor will define a fee structure and budget for agreed upon campaigns and deliverables in the Agreement. The Olympic Authority reserves the right to select from the following types of structures:

1. Lump Sum
2. Retainer
3. Hourly Rate

Alternatively, upon delivery and acceptance of the services specified, monthly invoices shall be submitted to the Olympic Authority. Invoices will be processed in accordance with established procedures of the Olympic Authority and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Invoices must be consistent with the Agreement issued. Invoices without the required information will be returned to Contractor to be completed as required. All invoices must be submitted for payment to either:

Olympic Regional Development Authority
Attn: Eugene Baritot
37 Church Street
Lake Placid, NY 12946

or

ebaritot@orda.org

Contractor shall provide a complete and accurate billing invoice in order to receive payment that includes the date the service was performed and amount. The billing invoice submitted must contain all information and supporting documentation required by the Agreement.

6.5 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of any contract entered as a result of this RFP shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived. No waiver of any breach of a contract at any time in the past shall constitute a waiver of subsequent breach.

6.6 Contractor Responsibilities

The Contractor shall be solely responsible for all compliance with terms and conditions in this RFP or any resulting Agreement. The Contractor may not engage a subcontractor or any other party to carry out any part of this Agreement without the prior written consent of the Olympic Authority. The Contractor accepts full responsibility for the actions of any employee who carries out any of the provisions of an Agreement resulting from this RFP.

Section 7. Specifications

7.1 Scope of Services

1. Media Planning and Buying:

- Devise a comprehensive media plan considering target markets, demographics, and customer behaviors.
- Determine optimal media mix across various channels (Ex: TV, radio, print, digital, social).
- Execute media buying activities, negotiating competitive rates and securing ad placements.
- Monitor media campaigns in real-time, adjusting strategies as needed for maximum impact.

2. Measurement:

- Identify key performance indicators (KPIs) that align with marketing objectives.
- Implement analytics tools to track and measure the effectiveness of campaigns.
- Regularly analyze data to assess campaign performance and make data-driven optimizations.
- Provide comprehensive reports with actionable insights and recommendations.

3. Budget/Financial Management:

- Track expenditures and manage spending to ensure efficient allocation of resources.
- Provide transparent reporting on budget utilization, costs, and return on investment.
- Recommend cost-saving opportunities and strategies for optimizing budget allocation.

4. Global Considerations:

- Tailor strategies for different regions and cultures, considering local nuances and preferences.
- Navigate currency fluctuations and market-specific challenges to ensure consistent global execution.
- Coordinate multi-region media planning and buying to maximize reach and impact.

5. Reporting and Collaboration:

- Provide regular updates and performance reports to stakeholders.
- Collaborate closely with the client's team to align strategies and ensure seamless execution.
- Offer strategic guidance and recommendations based on ongoing analysis and industry insights.

7.2 Warranty

Unless stated otherwise in the documents accompanying this RFP, Contractor shall warrant all services against defects in performance for a period of one year following delivery. Contractor warrants that it has and will maintain sufficient trained personnel to promptly and efficiently execute the services contemplated under this RFP and the awarded Agreement. Contractor further warrants that Contractor has the knowledge, experience and skills to provide the services

in a professional and timely manner, in accordance with prevailing industry standards, and that the services shall conform to the specifications mutually agreed upon under the Agreement.

The Olympic Authority must notify Contractor of any services warranty deficiencies within ninety (90) calendar days from performance of the services that gave rise to the warranty claim.

All warranties included in this RFP shall survive the termination of any resulting Agreement.

Section 8. Content of Proposals

A complete proposal must include the following:

- Proposal Requirements/Certifications (Attachment A)
- Proposal outlining delivery of Scope of Services (Section 7.1)

Section 9. Modification/Withdrawal/Rejection of Proposals

A proposal may be modified or withdrawn any time prior to the time specified for receipt of proposals. The modification or withdrawal of a proposal must be in writing on the Offeror's letterhead, dated, and signed by the signatory to the original proposal. The modification or withdrawal must be submitted in a sealed envelope clearly marked "Modification [or Withdrawal] of The Olympic Authority Marketing Services RFP Submitted by [Offeror]."

The Olympic Authority reserves the right to reject proposals, postpone, or cancel this RFP, to waive technicalities, irregularities, and omissions, request additional information or clarification of a proposal, or solicit new proposals if, in its judgment, the best interests of New York State will be served by doing so.

Section 10. Contract Clauses and Requirements

10.1 The Olympic Authority Standard Contract Terms / Order of Preference

The Olympic Authority Standard Contract Terms, which can be viewed at: <https://media.orda.org/?r=23445&k=833bea46a6>, are incorporated by reference as if fully restated herein and shall be given the same force and effect as if fully set forth herein. The Olympic Authority Standard Contract Terms is a separate document to this RFP and shall be retained for reference by the Offeror.

The Agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. The Olympic Authority's Standard Contract Terms
2. Agreement

3. Request for Proposals (this document) with any addenda
4. Selected Contractor's Proposal

All Offerors are responsible for reviewing and understanding all listed Procurement Requirements/Certifications (Attachment A) and the Olympic Authority's Insurance Requirements (Attachment B).

10.2 General Requirements

- The Offeror agrees to adhere to all State and Federal laws and regulations in connection with this RFP and any contract resulting from this RFP.
- The Offeror agrees that any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of The Olympic Authority.
- For purposes of any contract resulting from this RFP, the State will not be liable for any expense incurred by the contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the contractor.
- The Olympic Authority's interpretation of specifications shall be final and binding upon the Contractor.
- The Olympic Authority will make no allowance or concession to the Offeror for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- The Olympic Authority reserves the right to reject and bar from the facility any employee hired by the Contractor.

10.3. Procurement Rights

The Olympic Authority reserves the right to:

- Reject any or all Proposals received in response to the RFP;
- Withdraw the RFP at any time at the sole discretion of the Olympic Authority;
- Make an award under the RFP in whole or in part;
- Disqualify any Offeror whose conduct and/or proposal fails to conform to the requirements of the RFP;
- Seek clarifications and revisions of the proposal;

- Amend the RFP prior to the proposal opening to correct errors or oversights, or to supply additional information as it becomes available;
- Direct Offerors, prior to the proposal opening, to submit proposal modifications addressing subsequent RFP amendments;
- Change any of the schedule dates with notification through the NYS Contract Reporter;
- Eliminate any mandatory, non-material requirements that cannot be complied with by all of the prospective Offerors;
- Waive any requirements that are not material;
- Utilize any and all ideas submitted in the proposals received;
- Adopt all or any part of a Offeror's proposal in selecting the optimum configuration;
- Negotiate with a Offeror within the RFP requirements to serve the best interests of the Olympic Authority. This includes requesting clarifications of any or all proposals;
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Offeror's proposal and/or to determine a Offeror's compliance with the requirements of the RFP;
- Select and award the contract to other than the selected Offeror in the event of unsuccessful negotiations or in other specified circumstances as detailed in the RFP; and/or
- Accept and consider for contract award proposals with non-material proposal deviations or non-material proposal defects such as errors, technicalities, irregularities, or omissions.

Please Note: The Olympic Authority is not liable for any cost incurred by a Offeror in the preparation and production of a proposal or for any work performed prior to the issuance of an Agreement.

10.4 Debriefings

Any unsuccessful Offeror may request a debriefing regarding the reasons that the proposal submitted by the Offeror was not selected for award. Requests for a debriefing must be made within fifteen (15) calendar days of notification by the Olympic Authority that the proposal submitted by the Offeror was not selected for award. Requests should be submitted in writing to the Designated Contact identified in this RFP.

10.5 Termination

A. The Olympic Authority may, upon thirty (30) days' notice, terminate the contract resulting from this RFP in the event of the awarded Offeror's failure to comply with any of the RFP's requirements unless the awarded Offeror obtained a waiver of the requirement. In addition, the Olympic Authority may also terminate any contract resulting from this RFP upon ten (10) days written notice if the Contractor makes any arrangement or assignment for the benefit of the creditors.

B. The Olympic Authority reserves the right to terminate the Agreement resulting from this RFP in the event it is found that the certification filed by the contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the contractor in accordance with the written notification terms of the contract.

10.6. Minority and Women-Owned Business Enterprises

It is the policy of the Olympic Authority to foster and promote participation of New York State Certified Minority Business Enterprises (MBE) and New York State Certified Women-Owned Business Enterprises (WBE) (collectively, MWBE) in its procurements and the development of such enterprises and to facilitate a fair share of the awarding of procurement contracts to such enterprises.

For purposes of this procurement, as set forth in Section 11.5 herein, the Olympic Authority will give preferential consideration to proposals submitted by Offerors that are currently certified as MWBEs by New York State or that include partial MWBE participation through subcontracting.

Section 11. Evaluation of Proposals

The Agreement award will be made by the Olympic Authority Selection Committee and will be based on best value for the State of New York and scored on a 100-point scale on the following criteria:

11.1 Project Management – 20 Points

- The successful execution of this project is contingent upon meeting specific, critical timelines during the duration of the term of the Agreement. Offerors are required to demonstrate their ability to manage and execute all deliverables within this specified period (20%) – Highest achievable score 20 points.
 - Offerors that demonstrate a well-considered plan, capable of delivering all project requirements within the term, including a robust mechanism for ongoing communication and project management, will be eligible for a higher score.
 - Offerors submitting plans that do not demonstrate the ability to meet the project deliverables within the specified timeframe, or which lack a robust mechanism for project management and communication, will receive a lower score.

11.2 Proposal Scope of Services – 35 Points

- Proposal Scope of Services (35%) – Highest achievable score 35 points
 - Offerors that meet or exceed the scope of services receive a higher score.
 - Offerors that do not meet the scope of services receive a lower score.
- Evaluation of Offeror’s previous work and overall approach. Offeror will also be rated on uniqueness and organization of thought.
- Consideration will be given to the following:
 - Demonstrated ability to understand the Olympic Authority’s needs.
 - Ability to work with the Olympic Authority to co-create marketing campaigns.

11.3 References and Experience - 20 Points

- Ski industry or large recreational attraction experience, preference given to ski industry experience and brand development history (20%) - Highest achievable score 20 points.
 - Offerors with the most references and experience receive a higher score.
 - Offerors with the least references and experience receive a lower score.

11.4 Proposal Price – 20 Points

- Proposal price (20%) – Highest achievable score 20 points
 - Lowest proposal price based on scope of services and meeting qualifications receives higher score.
 - Highest proposal price based on scope of services and meeting qualifications receives lower score.

11.5 MWBE Participation – 5 Points

- MWBE Participation (5%) – Highest achievable score 5 points
 - Points will be awarded based on the extent of New York State Certified MBE and/or WBE (collectively “MWBE”) participation in the project, measured as a percentage of the total contract value. Higher percentages of MWBE involvement will result in more points, with the aim of encouraging MWBE participation in the project.
 - Proposals submitted by a New York State Certified MBE and/or a WBE, acknowledging their direct participation and commitment to the project, receive the most points.
 - Proposals that include partial MWBE participation through subcontracting receive points based on the percentage of MWBE participation per the above.
 - Proposals that include no MWBE participation receive no points.

Section 12. Attachments

Offeror’s attention is directed to the appendices, exhibit and attachments hereto and hereby incorporated by reference and made part hereto as fully as if it were set forth at length herein. They are part of this solicitation and will be part of the subsequent contract. The Offeror is responsible for adhering to all requirements of all appendices, exhibits and attachments. The following Attachments are attached to and made a part of this RFP.

- A. Procurement Requirements/Certifications
- C. The Olympic Authority Insurance Requirements

ATTACHMENT A
OLYMPIC REGIONAL DEVELOPMENT AUTHORITY
Procurement Requirements/Certifications

- Olympic Authority Discrimination and Sexual Harassment Policy**
- Certificate of Non-Collusion**
- Code of Business Ethics Certification**
- Freedom of Information Law Certification**
- Offerer's Affirmation of Understanding of, and Agreement Pursuant to, State Finance Law §139-j(3) & §139-j(6)(b) (Procurement Lobbying)**
- Bidder Responsibility Certification**
- Offerer's Disclosure of Prior Non-Responsibility Determinations**
- State Finance Law § 139-l and Executive Order No. 177 Certifications**
- Encouraging Use of New York State Businesses in Contract Performance**
- Certification Under Executive Order No. 16 (Prohibiting Contracting with Businesses Conducting Business in Russia)**

Olympic Authority Discrimination and Sexual Harassment Policy

It is the policy of the Olympic Regional Development Authority to provide and maintain a working environment free of sexual and/or any other illegal harassment, discrimination, and/or intimidation of any employee, job applicant, or non-employee. We do not accept or condone illegal discriminatory actions nor actions of sexual harassment by management or any employee of the Olympic Authority, or by non-employees.

Discrimination and sexual harassment are illegal under Title VII of the Civil Rights Act of 1964, as amended (“Title VII”), and the New York State Human Rights Law, as amended (“Human Rights Law”).

The Human Rights Law applies to all State agencies and employees, and provides very broad anti-discrimination coverage. The Law provides, in section 296.1(a), that it is an unlawful discriminatory practice “[f]or an employer or licensing agency, because of the age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status of any individual, to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.” The Law further provides, in sections 296.15 and 296.16, protections from employment discrimination for persons with prior conviction records, or prior arrests, youthful offender adjudications or sealed records.

The Olympic Authority will not tolerate any discriminatory and/or harassment of its employees which is in violation of either Title VII and/or the Human Rights Law, and will take affirmative steps to stop it. All personnel actions and conditions of employment are administered without regard to race, color, religion, national origin, age, sex, disability, veteran status or sexual preference, and any other protected class under Title VII and/or the Human Rights Law as they may be amended from time to time. Furthermore, Sexual harassment in any form is prohibited and will not be tolerated. Anyone who engages in illegal discrimination/ harassment, or sexual harassment will be subject to discipline up to and including discharge. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other conduct, either verbal or physical, of a sexual nature that is offensive to another individual.

You have the right to make a complaint if you feel you have been discriminated against, harassed, or sexually harassed. A complaint form may be obtained from the Human Resource Department. Directions on how to file a complaint and who to submit it to are contained on the form itself. An immediate investigation of the allegations will be conducted, and corrective action taken where warranted. To the extent possible, this investigation will be conducted in a confidential manner that protects the identity of both the person filing the complaint and the person accused.

If it is determined that an employee is guilty of harassing another employee, or non- employee, appropriate disciplinary action will be taken against the offending person.

The Olympic Authority prohibits any form of retaliation against any contractors or employee who files a bona fide complaint or witnesses assisting in an investigation.

You may request further information about the policy and procedure for investigating claims of sexual harassment and/or discrimination from the Human Resource Department.

I have read the foregoing and agree to comply with the Olympic Authority Discrimination and Sexual Harassment Policy. I further acknowledge that failure to comply shall justify contract termination by the Olympic Authority and may result in the rejection of bids or proposals for future work with the Olympic Authority.

Printed Name

Signature

Title

Company

Date

Certificate of Non-Collusion

The undersigned recognizes that all information and material provided with this proposal and all other information and material submitted by the undersigned in connection with its proposal are submitted for the express purpose of inducing the New York State Olympic Regional Development Authority (Olympic Authority) to award a contract to the undersigned; acknowledges that the Olympic Authority, the State of New York (State), and the State's agencies and instrumentalities may, each in its sole and absolute discretion, by any means which it may choose, determine the truth and accuracy of all statements made therein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law §210.40 or a misdemeanor under Penal Law §210.35 or §210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. §1001; and states that the information submitted is true, accurate and complete.

By submission of this statement of interest, bidder and each person signing on behalf of bidder certifies, and in the case of a joint proposal each party thereto certifies as to his or her own organization under penalty of perjury, that to the best of his or her knowledge and belief:

- (1) The prices, amounts and material in this proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices, amounts and materials with any other Respondent or with any competitor;
- (2) Unless otherwise required by law, the prices, amounts and material that have been quoted in this statement of interest or subsequent proposal have not been/will not be knowingly disclosed by bidder and will not knowingly be disclosed by bidder prior to award, directly or indirectly, to any other Respondent or to any competitor, and
- (3) No attempt has been made or will be made by bidder to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Bidder hereby authorizes the Olympic Authority and the State and their agents and instrumentalities to contact bidder's bank(s) and credit references and any other persons identified in its submission, including without limiting the foregoing, all persons and entities identified in its Information Regarding Qualifications and Financial Capability form and any financial information, in connection with the proposal, and any and all other persons identified in any investigation conducted by or on behalf of the State, and obtain release of pertinent financial and other information, as well as to obtain verification of information provided by or on behalf of bidder.

By signing, you certify under penalty of perjury your express authority to sign on behalf of yourself, your company or other entity with full knowledge and acceptance of the above certifications and that all information provided is complete, true and accurate.

Printed Name

Signature

Title

Company

Date

Code of Business Ethics Certification

A. Ethics Programs

1. The Olympic Regional Development Authority (the “Authority”), a public-benefit corporation, expects the highest degree of ethical business conduct by its employees and the many contractors, consultants and vendors with whom it interacts on behalf of its clients, bondholders and the people of the State of New York. The Authority, by mandate of its Board of Directors, administers a comprehensive corporate integrity program to ensure that, as public officers, Authority employees at all levels perform their official duties consistent with the requirements of the New York State Public Officers Law; other applicable laws, rules, and regulations; and policies of the Authority.
2. The Authority encourages and supports a fair, open and honest business relationship with its contractors, consultants and vendors based on quality, service and cost. Moreover, the Authority believes that a “level playing field” in the marketplace can only be achieved through adherence to ethical business practices by all participants involved in the process.
3. To promote a working relationship with the Authority based on ethical business practices, contractors, consultants and vendors are expected to:
 - a. furnish all goods, materials and services to the Authority as contractually required and specified;
 - b. submit complete and accurate reports to the Authority and its representatives as required;
 - c. not seek, solicit, demand or accept any information, verbal or written, from the Authority or its representatives that provides an unfair advantage over a competitor;
 - d. not engage in any activity or course of conduct that restricts open and fair competition on Authority-related projects and transactions;
 - e. not engage in any course of conduct with Authority employees or representatives that constitutes a conflict of interest or creates the appearance of a conflict of interest;
 - f. not offer any unlawful gifts or gratuities to Authority employees or representatives, or engage in bribery or other criminal activity; and
 - g. report to the Authority any activity by an Authority employee or contractor, consultant or vendor of the Authority that is inconsistent with the Authority’s Code of Business Ethics.
4. The Authority encourages its contractors, consultants and vendors to advance and support ethical business conduct and practices among their respective directors, officers and employees, preferably through the adoption of corporate ethics awareness training programs and written codes of conduct. In addition to considering technical competence and financial stability, the Authority will consider the corporate integrity of all contractors, consultants and vendors prior to the awarding of contracts or issuing of purchase orders.

B. Conduct of Authority Employees

Authority employees are expected to conduct business with contractors, consultants and vendors in a fair, consistent and professional manner. The Authority's Code of Business Ethics and Employee Conduct entitled Serving Responsibly, and other Authority policies and procedures, guide the manner in which Authority employees are required to interact with contractors, consultants and vendors. Additionally, the New York State Public Officers Law sets forth legal parameters within which Authority employees must perform their official duties with respect to, among other things, conflicts of interest and the acceptance of gifts.

C. Limits on Gifts to Authority Employees

1. Pursuant to Section 73(5) of the Public Officers Law, no person shall offer any gift having more than a nominal value to an Authority employee under circumstances in which it:

- a. could be reasonably inferred the gift was intended to influence the employee in the performance of his or her official duties; or
- b. could reasonably be expected to influence the employee in the performance of his or her official duties; or
- c. was intended as a reward for any official action on the part of the employee.

2. A gift is anything more than nominal in value, in any form, given to an Authority employee. Gifts include, but are not limited to, money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance or promise. Any firm or its agents, either doing business or seeking to do business with the Authority (contractors, consultants, vendors, etc.), is prohibited from directly or indirectly offering or giving any gifts, even gifts of nominal value, to Authority employees as such gifts are deemed to be per se improper.

3. As is stated in the Prohibited Interests section of the Construction and Consultant Contract documents, violations of these gift provisions may be grounds for immediate contract termination and/or referral for civil action or criminal prosecution.

D. Employing Relatives of Authority Employees

Although contractors, consultants and vendors may employ relatives of Authority employees, the Authority must be made aware of such circumstances as soon as possible, preferably in writing, to ensure a conflict of interest situation does not arise. The Authority reserves the right to request that contractors, consultants and vendors modify the work assignment of an Authority employee's relative where a conflict of interest, or the appearance thereof, is deemed to exist. Please be advised that Authority employees are required to disclose information regarding the hiring of relatives by contractors, consultants and vendors and recuse themselves from matters that may present a conflict of interest. For purposes of this document, the term "relatives" refers to spouses, domestic partners, parents, children, sisters, brothers, sisters-in-law, brothers-in-law, parents-in-law, sons/daughters-in-law, stepparents, stepchildren, aunts, uncles, nieces, nephews, first cousins, grandparents by blood relationship or by marriage, or persons residing in the same household.

E. Hiring Former Authority Employees

Contractors, consultants and vendors may hire former Authority employees. However, as a general rule, former employees of the Authority may neither appear nor practice before the Authority, nor receive compensation for services rendered on a matter before the Authority, for a period of two years following their separation from Authority service. In addition, former Authority employees are subject to a “lifetime bar” from appearing before the Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the Authority. Violations will be referred to the New York State Commission on Public Integrity for appropriate action.

F. Certification

I have read the foregoing and agree to comply with the Authority’s Code of Business Ethics. I further acknowledge that failure to comply shall justify contract termination by the Authority and may result in the rejection of bids or proposals for future work with the Authority.

Printed Name

Signature

Title

Company

Date

Freedom of Information Law Certification

The New York State Olympic Regional Development Authority (Olympic Authority) is subject to the Freedom of Information Law (FOIL), which governs the process for the public disclosure of certain records maintained by the Olympic Authority (NY State Public Officers Law, Article 6 and regulations adopted pursuant thereto). In keeping with all submissions to the Olympic Authority, proposals and/or subsequent stages are subject to the FOIL process and accessible as public domain unless bidder secures an exemption.

Regarding exemption, bidders that submit materials to the Olympic Authority in response to this RFP may request that the Olympic Authority exclude all or part of such material from public disclosure pursuant to Section 87(2) (d) of the Public Officers Law, on the grounds that the material contains trade secrets, proprietary information, or that the information, if disclosed, would cause substantial injury to the competitive position of the individual or firm submitting the information. Such exception may extend to information contained in the request itself if public disclosure would defeat the purpose for which the exception is sought. To ensure consideration of an exemption request, the request should be written, placed on the final page of the submitted proposal, and state in detail the specific reasons for the requested exception. It must also clearly specify the specific material submitted, or portions thereof, for which the exception is requested. If the Olympic Authority grants the request for exception from disclosure, the Olympic Authority shall keep such material or portion thereof in a secure place.

If any bidder submits information which it believes to be a trade secret or otherwise exempt from disclosure under FOIL, it must specifically identify such information and state in writing the reasons why the information should be exempt from disclosure. Notwithstanding the foregoing, the State of New York and the Olympic Authority shall not be liable if either releases information, whether or not pursuant to FOIL, which bidder believes to be a trade secret or detrimental to its business.

The undersigned does hereby affirm on behalf of the bidder that it understands and agrees to the foregoing.

Printed Name

Signature

Title

Company

Date

**Offerer's Affirmation of Understanding of, and Agreement
Pursuant to, State Finance Law §§ 139-j & §139-k
(Procurement Lobbying)**

A complete copy of the Procurement Lobbying Guidelines of the New York State Olympic Regional Development Authority is available for review at:

<https://media.orda.org/?r=18147&k=34f882f7d5>

The undersigned hereby affirms on behalf of the offerer that it has reviewed and understands the Procurement Lobbying Guidelines of the New York State Olympic Regional Development Authority relating to State Finance Law §§ 139-j and 139-k, and agrees to comply with said Guidelines.

Printed Name

Signature

Title

Company

Date

Bidder Responsibility Certification

- 1.1. Under New York State procurement policies, a “responsible vendor” is one that has the capacity to fully perform its contractual obligations, and the integrity to justify the award of public dollars. New York State Finance Law dictates that state agencies and authorities take reasonable steps to ensure that public contracts are awarded to bidders that are responsive and responsible, including the capability to meet bid requirements and fully perform contractual obligations, and possessing the integrity to justify the award of public dollars. In short, businesses must demonstrate their vendor responsibility prior to the award of the contract. Prior to entering into contracts, New York State agencies and authorities must formally make a “responsibility determination” that is based upon a financial, legal, integrity, and past performance (“FLIP”) review of a prospective vendor. The FLIP review involves assessments of a company’s:
 - Financial and organizational capacity;
 - Legal authority to do business with the State of New York;
 - Integrity of the owners, officers, principals, members and/or contract managers; and
 - Past performance of the bidder on prior government contracts.
- 1.2. The selected company under this procurement must demonstrate its responsibility as a vendor and must maintain responsibility throughout the term of the agreement.
- 1.3. Each apparent successful bidder will be required to submit form AC 3290-S - *New York State Vendor Responsibility Questionnaire For-Profit Business* prior to contract award. Submission of this form will assist the Olympic Authority in determining the responsibility and reliability of the bidder.

The Olympic Authority recommends that vendors file the required AC 3290-S form online via the New York State VendRep System. Use of this system requires that the vendor have a New York State Vendor Identification Number (Vendor ID). Please note that the Vendor ID is not the Taxpayer ID number.

If bidders do not already have a Vendor ID, they are encouraged to obtain one *in advance of* the bid opening.

To obtain a Vendor ID, contact the OSC Help Desk at 866-370-4672 or 518-408-4672, or by e-mail at ITServiceDesk@osc.state.ny.us.

To enroll in and use the VendRep System, see the **VendRep System** page at:

http://www.osc.state.ny.us/vendrep/info_vrsystem.htm

If you already have a User ID and password, go directly to the VendRep System online at:

<https://portal.osc.state.ny.us>.

For direct VendRep System user assistance, contact the OSC Help Desk; the help desk phone numbers and e-mail address are shown above.

Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at http://www.osc.state.ny.us/vendrep/forms_vendor.htm or may telephone the OSC Help Desk.

- 1.4. After the proposals are opened, the apparent successful bidder shall complete and file the AC 3290-S within 5 days. Vendors using the online system may certify (or recertify) and file the AC 3290-S electronically via the VendRep System <https://portal.osc.state.ny.us>.
- 1.5. It is recommended that all bidders become familiar in advance with all of the requirements of the AC 3290-S. As mentioned in 1.2, bidders who do not have a Vendor ID are encouraged to obtain one in advance of the bid opening.
- 1.6. All bidders must submit a completed form ***Offerer Disclosure of Prior Non-Responsibility Determinations*** along with their proposal.
- 1.7. The determination of responsibility will include a review to ensure the bidder has not knowingly and willfully violated the provisions of the Procurement Lobby Law or New York State Finance Law §139-j and §139-k.
- 1.8. New York State Finance Law §139-k (2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, a bidder must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.
- 1.9. As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether a bidder fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any bidder that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the bidder is necessary to protect public property or public health safety, and that the bidder is the only source capable of supplying the required Article of Procurement within the necessary time frame.

The undersigned does hereby affirm on behalf of the bidder that it understands and agrees to the foregoing.

Printed Name

Signature

Title

Company

Date

Offerer's Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Submitting Bid:

Address: _____

Name and Title of Person Submitting this Form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Printed Name

Signature

Title

Company

Date

Instructions for Completing Offerer's Disclosure of Prior Non-Responsibility Determinations Form

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

The above is not intended to replace the need for persons to become familiar with the full requirements of the law. Please refer to the full text of the law to resolve any questions you may have with regard to your conduct under it.

Instructions:

The Olympic Authority includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into an agreement with the Olympic Authority. Submission of this document is also required for any contract amendments over \$15,000.

State Finance Law § 139-l and Executive Order No. 177 Certifications

N.Y. State Finance Law § 139-l

By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Executive Order No. 177 Certification (Prohibiting Contracts with Entities that Fail to Address Discrimination)

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

By signing, you certify under penalty of perjury your express authority to sign on behalf of yourself, your company or other entity with full knowledge and acceptance of the above certifications and that all information provided is complete, true and accurate.

Printed Name

Signature

Title

Company

Date

Encouraging Use of New York State Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York’s infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor’s optimal performance under the contract, thereby fully benefitting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this contract? ___ Yes ___ No
If yes, identify New York State businesses that will be used and attach identifying information.

Printed Name

Signature

Title

Company

Date

Certification Under Executive Order No. 16
Prohibiting the Olympic Authority from Contracting with
Businesses Conducting Business in Russia

Executive Order No. 16, issued on March 17, 2022 (“EO 16”), directs all State agencies, including public authorities, to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia. The complete text of EO 16 can be found at https://www.governor.ny.gov/sites/default/files/2022-03/EO_16.pdf.

EO 16 remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in EO 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following:

- 1. No, vendor does not conduct business operations in Russia within the meaning of EO 16.
- 2.a. Yes, vendor conducts business operations in Russia within the meaning of EO 16, but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.a. Yes, vendor conducts business operations in Russia within the meaning of EO 16, but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- 3. Yes, vendor conducts business operations in Russia within the meaning of EO 16.

By signing below, you certify under penalty of perjury that you have the express authority to sign on behalf of the vendor, that you are knowledgeable about the vendor's business and operations, and that the answer provided herein is true to the best of your knowledge and belief.

Printed Name

Signature

Title

Company

Date

ATTACHMENT B
OLYMPIC REGIONAL DEVELOPMENT AUTHORITY
Insurance Requirements

It is the policy of the New York State Olympic Regional Development Authority (Olympic Authority) to require all users of Olympic Authority facilities and all Olympic Authority Vendors to obtain policies of insurance with valid certificates of insurance. Therefore, each party (User/Vendor) that enters into an agreement with the Olympic Authority is required to submit certificates of insurance with the following minimum required insurance limits.

Comprehensive Form General Liability:

Each Occurrence / BI & PD Combined Occurrence	\$1,000,000
General Aggregate / BI & PD General Aggregate	\$2,000,000

To include:

- A. Blanket Contractual Liability
- B. Volunteers as Insureds
- C. Property Insurance equal to Full Replacement Value of User/Vendor's property

Automobile Liability including Hired and Non-owned Liability:

BI & PD Combined each Accident	\$1,000,000
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Umbrella Liability:

Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

New York State Insurance:

Worker's Compensation valid in New York State	Statutory
Employer's Liability	\$1,000,000

Drone Liability Insurance (if applicable):

Each Occurrence	\$1,000,000
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Conditions:

1. Prior to the commencement of the agreement between the Olympic Authority and User/Vendor (Agreement), User/Vendor shall procure all insurance coverage as required by this Attachment. User/Vendor shall maintain such policies in full force and effect for the entire term of the Agreement.

2. All policies of insurance shall be written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York with an A.M. Best Company rating of "A-" Class "VII" or better. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII," the insurance must be replaced no later than the renewal date of the policy with an insurer rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

3. For both workers' compensation and disability benefits insurance, at the time of the signing of the Agreement, User/Vendor shall provide either a CE-200 Attestation of Exemption (can be found by visiting http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp) or acceptable proof of compliant coverage as defined in this Attachment. Unless otherwise determined by the Workers' Compensation Board, the following are the only acceptable means of proof:

For workers' compensation:

- a. C-105.2 Certificate of Workers' Compensation Insurance,
- b. U-26.3 Certificate of Workers' Compensation Insurance, or

c. SI-12 Certificate of Worker's Compensation Self-Insurance

For disability benefits:

- a. DB-120.1 Certificate of Disability Benefits Insurance, or
- b. DB-155 Certificate of Disability Benefits Self-Insurance

An ACORD 25 form is **NOT** acceptable as proof of workers' compensation coverage or disability benefits coverage.

4. User/Vendor acknowledges that, pursuant to Workers' Compensation Law Sections 57 and 220 (8), the Olympic Authority cannot enter into the Agreement without receiving proof of User/Vendor's compliance with or exemption from the coverage requirements of the Workers' Compensation Law.

5. After the initial submission of proof of coverage, User/Vendor shall be required to provide proof of the coverage required by this Attachment within ten (10) business days of request by the Olympic Authority. All required policies of liability insurance must be written such that the Olympic Authority is afforded at least thirty (30) days' notice prior to the effective date of any material change, cancellation or expiration of coverage.

6. **Waiver of Subrogation:** For insurance required pursuant to this Attachment, User/Vendor shall cause to be included in each of its policies a waiver of the insurer's right to recovery or subrogation against the Olympic Authority and the State. With the exception of Umbrella Liability, a Waiver of Subrogation endorsement shall be provided in the certificate of insurance to be provided to the Olympic Authority upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

7. **The certificate holder must be identified on all certificates of insurance as "New York State Olympic Regional Development Authority, 37 Church Street, Lake Placid, NY 12946," who shall be designated as the loss payee.**

8. All certificates of insurance must be completely and accurately completed and shall reflect the date of issuance, name(s) of the insured(s), the carrier, the policy number(s), the coverage period, any deductible or self-insured retention amounts, and each occurrence limit.

9. All required commercial general liability, auto liability, liquor liability and umbrella liability policies of insurance must provide that the required coverage is primary and non-contributory to other insurance available to the Olympic Authority.

10. All certificates of insurance must be signed by an authorized representative of the insurance company. Only original forms or electronic versions of the same that can be directly traced back to the insurer, agent, or broker via email distribution or similar means will be accepted.

11. The Olympic Authority reserves the right to review any policy required pursuant to this Attachment. User/Vendor agrees to provide copies of any relevant required insurance policy in the event of litigation against or involving the Olympic Authority in connection with any act or omission undertaken by either the Olympic Authority or User/Vendor in relation to the Agreement, including, but not limited to, any discovery in connection with such litigation.

12. It shall be User/Vendor's responsibility to ensure that all of User/Vendor's contractors, subcontractors and/or consultants maintain in force during the term of the Agreement the types and amounts of coverage outlined in this Attachment. User/Vendor agrees to indemnify the Olympic Authority from any liability, exposure or damages which occur as a result of a failure to comply with the terms and provisions of this Attachment. User/Vendor shall hold the Olympic Authority harmless from any claims, suits, proceedings or other actions brought by or against any of User/Vendor's contractors, subcontractors and/or consultants for failure to comply with the terms and provisions of this Attachment. User/Vendor shall be solely responsible for User/Vendor's contractors, subcontractors and/or consultants who fail to comply with the requirements imposed by this Attachment.

Additional Insured:

The policy or policies shall be endorsed to be primary as respects the coverage afforded the New York State Olympic Regional Development Authority and others identified to be included as Additional Insured and such policy or policies shall be primary to any other insurance maintained by the New York State Olympic Regional Development Authority and others identified as Additional Insured.

Additional Insured shall be defined by venue as follows:

Olympic Center:

1. The State of New York
2. The Town of North Elba
3. Town Board of the Town of North Elba, as Trustee for the Town of North Elba Public Parks and Playground District
4. Projects at the Olympic Speed Skating Oval will additionally require the following:
 - a. Lake Placid Central School District #2
 - b. The Trustees of Lake Placid Central School District

Olympic Jumping Complex:

1. The State of New York
2. The Town of North Elba
3. Town Board of the Town of North Elba, as Trustee for the Town of North Elba Public Parks and Playground District

Mt. Van Hoevenberg:

1. The State of New York
2. New York State Department of Environmental Conservation
3. The Town of North Elba
4. Town Board of the Town of North Elba, as Trustee for the Town of North Elba Public Parks and Playground District

Belleayre Mountain Ski Center:

1. New York State Olympic Regional Development Authority
2. The State of New York
3. New York State Department of Environmental Conservation

Gore Mountain Ski Center:

1. New York State Olympic Regional Development Authority
2. The State of New York
3. New York State Department of Environmental Conservation
4. Projects at the North Creek Ski Bowl at Gore will additionally require the following:
 - a. Town of Johnsburg

Whiteface Mountain Ski Center:

1. The State of New York
2. New York State Department of Environmental Conservation
3. Projects at the Veterans Memorial Highway will additionally require the following:
 - a. New York State Department of Transportation

Addresses:

The State of New York
The Capitol
Albany, NY 12210

New York State Department of Environmental
Conservation
1115 NYS Route 86,
Ray Brook, NY 12977

New York State Department of Transportation
50 Wolf Road - Suite 1S50
Albany, NY 12232

Town of Johnsbury
219 Main Street
North Creek, NY 12853

The Town of North Elba & Town Board of the
Town of North Elba, as Trustee for the Town of
North Elba Public Parks and Playground District
2693 Main Street
Lake Placid, NY 12946

Lake Placid Central School District #2 &
The Trustees of Lake Placid Central School District
Attn.: Superintendent of Schools
50 Cummings Road
Lake Placid, NY 12946

Venue Addresses:

Belleayre Mountain
181 Galli Curci Road
Highmount, NY 12441

Olympic Jumping Complex
5486 Cascade Road
Lake Placid, NY 12946

Gore Mountain
793 Peaceful Valley Road
North Creek, NY 12853

Mt. Van Hoevenberg
220 Bob Sled Run Lane
Lake Placid, NY 12946

Olympic Center
2634 Main Street
Lake Placid, NY 12946

Whiteface Mountain Ski Center
5021 Route 86
Wilmington, NY 12997

Contact:

Questions regarding the Olympic Authority's Insurance Requirements shall be directed to the Olympic Authority's Risk Manager at the following address:

Olympic Regional Development Authority
Attn: Cindy Dady, Risk Manager
37 Church Street
Lake Placid, NY 12946
cdady@orda.org
(518) 302-5369