



NEW YORK STATE  
**OLYMPIC REGIONAL  
DEVELOPMENT AUTHORITY**

# **Request for Proposals (RFP)**

for

# **Website & Application Development Services**

**RFP Release Date: January 29, 2024**

**RFP Submissions Due: March 29, 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 is currently inviting proposals for comprehensive Web Development and Maintenance Services. This initiative encompasses all Olympic Authority venue websites, including but not limited to the main Olympic Authority Corporate Website ([www.orda.org](http://www.orda.org)), the Lake Placid Legacy Sites ([www.lakeplacidlegacysites.com](http://www.lakeplacidlegacysites.com)), Whiteface Mountain, Mt. Van Hoevenberg, the Olympic Jumping Complex, the Olympic Center, Gore Mountain, and Belleayre Mountain.

We are seeking a highly qualified team, firm, or agency that specializes in Website and Digital Development, Hosting, Maintenance, and digital problem-solving. The selected Contractor will be

required to collaborate closely with the Olympic Authority, functioning as an extension of our internal team. Responsibilities will include, but are not limited to, website project assistance, UX/UI design, development builds, maintaining a responsive website design, daily maintenance, onsite search engine optimization, and ensuring website accessibility. The ideal candidate should be capable of delivering high-quality work within tight deadlines and have a deep understanding of the Olympic Authority's mission and values.

A critical component of this project is the evaluation of the current Olympic Authority venue websites. The scope involves conceptualizing and developing a unified Content Management System (CMS) for all Olympic Authority websites, implementing software for cross-website communication and content sharing (such as event calendars, pricing updates, openings/closures, etc.), integrating current and future software, and providing training for website administrators on best practices. Additionally, this project aims to assist the Olympic Authority's digital team in creating an organized website administration structure across the organization.

Terms and conditions of the Agreement will be mutually agreed upon by both parties before the finalization of the contract. Interested Offerors should possess the capacity to execute projects in alignment with the Olympic Authority's strategic objectives and within specified timelines.

### **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. This past year, 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.

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](http://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](http://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](http://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](http://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 127 meter jumps.
- Training center for USOPC.
- Gondola ride and scenic elevator public rides to viewing deck on top of 120 meter jump.
- Zipline public ride follows flight path of 90 meter jump.
- [www.olympicjumpingcomplex.com](http://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](http://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:	January 29, 2024
Deadline for Submission of Offeror Questions:	February 12, 2024 @ 4:00 PM ET
Issuance of Responses to Offeror Questions:	February 26, 2024
End of Addenda:	March 22, 2024
Proposal Due Date:	March 29, 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](mailto: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, brochures, marketing materials 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](mailto: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. Initial Term: The initial term of 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.
2. Renewal Terms: Following the conclusion of the initial one-year term, the Agreement shall be eligible for renewal at the option of both Contractor and the Olympic Authority. The Agreement may be renewed for up to four (4) additional consecutive one-year terms.

#### **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](mailto: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 In Order to be Accepted, Offerors Must Submit Comprehensive Full-Scope Project Proposals Detailing the Specifications Below**

#### **Hosting Migration (if needed):**

The selected Contractor will be responsible for establishing a close working relationship with the existing Web Development Vendor, especially during the critical phase of hosting server migration. This partnership will necessitate regular and structured interactions, including meetings, discussions, and consultation sessions. These interactions will involve key stakeholders such as IT teams, website administrators, content creators, and any other relevant personnel.

It is imperative that the Contractor engages deeply with the current Web Development Vendor to obtain a thorough understanding of the existing web infrastructure. This understanding should encompass the technical requirements, specific functionalities of the current system, and any unique considerations that may be relevant.

In addition, the Contractor is expected to maintain transparent communication channels, providing detailed documentation that outlines the migration plan, key milestones, and associated timelines. Throughout this process, the current Web Development Vendor will be given opportunities to offer feedback and insights.

The overarching objective of this collaboration is to ensure that the new Web Development Vendor's strategy for hosting migration meticulously accounts for all aspects of the existing web infrastructure, including configurations and code. The ultimate goal is to achieve a smooth and successful migration to the new hosting environment, with minimal or no disruption to ongoing operations, thereby ensuring continuity and a seamless transition.

#### **New Functionality (Across Websites)**

##### **Upgrade to Newest Version of WordPress:**

- 1. Seamless Migration:**
  - Ensure a smooth transition to the latest version of WordPress, preserving existing content, functionalities, and customizations.
- 2. Compatibility Verification:**

- Validate compatibility of themes, plugins, and custom code with the updated WordPress version.
- 3. **Testing and Quality Assurance:**
  - Conduct rigorous testing to identify and rectify any potential issues or conflicts arising from the WordPress upgrade.
- 4. **Post-Upgrade Support:**
  - Provide immediate support and troubleshooting assistance post-upgrade to address any unforeseen issues.

### **Gutenberg Integration:**

1. **Gutenberg Implementation:**
  - Integrate and leverage the features of Gutenberg editor for improved content creation and management.
2. **Customization Compatibility:**
  - Ensure existing content and layouts seamlessly adapt to Gutenberg's block-based editing system.
3. **User Training and Support:**
  - Offer training sessions and support to assist users in mastering the new Gutenberg editor for efficient content creation.

### **Calendar Integration:**

1. **Unified Calendar System:**
  - Develop a centralized and user-friendly calendar system aggregating all activities and events across Olympic Authority Venue websites.
2. **Venue-Specific Filters:**
  - Implement default filters on each Venues' calendar displaying site-specific happenings such as holidays, closures, lessons, programs, events, etc.
3. **Cross-Venue Viewing:**
  - Enable toggle filters allowing users to view activities from other Olympic Authority Venues within the same calendar interface.
4. **Interactive Event Details:**
  - Enable interactive pop-up modal windows upon selecting an event/activity within the calendar.
  - Display comprehensive event details without redirecting users from the Venue website or calendar page.
5. **Responsive Design:**
  - Ensure seamless functionality and optimal viewing experience on both Desktop and Mobile devices for enhanced accessibility.

### **Push/Pull Content and Distribution:**

1. **Content Sharing Capability:**
  - Enable seamless content sharing across the Olympic Authority WordPress Multisite Network and external platforms utilizing the REST API.
2. **Canonical Meta Tags for SEO Protection:**
  - Implement automatic canonical meta tags to safeguard the SEO integrity of the original source content shared across platforms.
3. **Synchronized Content Updates:**
  - Ensure shared/pushed/pulled content automatically receives updates from the original canonical/source.
  - Provide functionality to "fork" content, allowing the option to unlink it from the original source when necessary.
4. **Custom Automated Distribution Workflows:**
  - Develop custom workflows, enabling automated content distribution with configurable approval processes for both content pushing and pulling.
5. **Manual Content Management:**
  - Facilitate manual content handling by allowing users to manually push content to other sites or review and pull available content from different sites within the network.
6. **Media Library Content Sharing:**
  - Enable seamless sharing of media library content, ensuring accessibility across the Olympic Authority WordPress Multisite Network.

#### **Video Hosting and Embedding:**

1. **Hosting Capabilities:**
  - Provide infrastructure and support for hosting video content across the Olympic Authority WordPress Multisite Network.
2. **Embedding Options:**
  - Enable seamless embedding of video content within website pages, posts, or designated sections across all sites within the network.
3. **Compatibility and Accessibility:**
  - Ensure compatibility with various video formats and devices for an optimal viewing experience.

#### **Daily Activities/Trail Reports Automation:**

1. **Automated Data Integration:**
  - Develop an automated system to extract and integrate real-time venue operations updates, building opening/closures, daily activity hours, snowmaking, grooming, lift, and trail information.
  - Enable seamless integration of this data into WordPress-generated reports for daily conditions and activities.

2. **Integration Sources:**
  - Integrate data from existing systems or points of entry directly into the WordPress platform for accurate and up-to-date reporting.
3. **Specialized Portals for Data Entry:**
  - Alternatively, create specialized portals for internal teams managing snowmaking, grooming, lift, and trail information.
  - Empower these teams with direct access to input data, ensuring accuracy and timeliness in updating trail reports.
4. **Customization and Accessibility:**
  - Customize the interfaces of specialized portals to align with the workflow and requirements of each internal team.
  - Ensure user-friendly interfaces for easy data input and management.
5. **Data Quality Assurance:**
  - Implement validation mechanisms to ensure the accuracy and reliability of the integrated data and reports.
6. **Automated Notifications or Alerts:**
  - Optionally, set up automated notifications or alerts within the system to flag inconsistencies or important updates in trail reports.

#### **Development Sites and Test Environments:**

1. **Dedicated Test Environments:**
  - Allocate a separate test environment or development site for each venue website within the Olympic Authority Multisite Network.
  - Require authentication for test/dev environment to prevent public access and potential confusion between development and production sites.
2. **Development Site Usage:**
  - Utilize these dedicated test environments for all development, experimentation, and staging of new features, updates, or design changes.
3. **Access and Permissions:**
  - Grant the Olympic Authority access to each development site for testing, building, and troubleshooting purposes before deploying changes to the live sites.
4. **Pre-Launch Testing and Debugging:**
  - Ensure the availability of these environments to thoroughly test and debug any projects or changes before their official launch on the live production sites.
5. **Isolated Environments:**
  - Keep the development environments isolated from the live production sites to prevent any unintended impact on the functioning of the live websites.
6. **Version Control and Rollback:**

- Implement version control mechanisms to track changes and facilitate easy rollback in case of issues during testing or development phases.

### **Roles Hierarchy:**

#### **1. Role-Based Access Control (RBAC):**

- Implement RBAC to restrict access and assign roles based on responsibilities and requirements to ensure efficient management and security.

#### **2. Super Admin:**

- This role should allow direct access to the web server itself, in addition to the WordPress Dashboard, granting full access to all functionalities across the website network without any restrictions. This role ensures comprehensive control over the entire network.

#### **3. Administrators:**

- Empowered to manage and update crucial content, including page content, daily updates, trail reports, event information, activity details, and edits to the home page.

#### **4. Editors:**

- Capable of editing and updating text content on pages within the network.

#### **5. Viewers:**

- Granted permissions to view pages within the network without editing capabilities.

#### **6. Role Definitions and Restrictions:**

- Clearly define the scope and limitations of each role to maintain organization and control within the network.

### **Web Structure and Page Templates:**

#### **1. Consistent Site Structure:**

- Establish a standardized website structure across the multisite network to ensure uniformity and organized navigation.

#### **2. Page Templates:**

- Create page templates to enforce consistent page structures and layouts across all websites within the network.

#### **3. Locked Templates:**

- Develop locked page templates for specific pages to maintain a consistent format and design. Locked templates will be created for:
  - Home Page
  - Events Page
  - Activities Page
  - Daily Trail/Activities Report (if applicable to the venue)
  - Trails Page

- Additional specified pages to ensure uniformity (if required).
4. **Customization within Templates:**
    - Allow customization within these locked templates to accommodate unique content requirements while ensuring a consistent overall layout.
  5. **Adherence to Branding Guidelines:**
    - Ensure that all templates and pages adhere to the Olympic Authority's branding guidelines for a unified and professional appearance.
  6. **User-Friendly Interface:**
    - Design templates to provide an intuitive and user-friendly experience for content creation and management across the network.

#### **Scheduled Content Updates and Page Redirects:**

1. **Scheduled Updates:**
  - Enable the functionality to make and schedule updates to existing published pages and posts within the Olympic Authority WordPress Multisite Network.
2. **Scheduled Publishing:**
  - Provide a feature allowing content creators or administrators to schedule specific dates and times for content updates to go live.
3. **Content Versioning:**
  - Implement version control to track and manage changes, enabling content creators to preview and schedule revisions before publishing.
4. **Page Redirect Scheduling:**
  - Enable the ability to schedule page redirects to specific URLs or new pages within the network at designated times.
5. **Automated Redirect Management:**
  - Ensure the automatic activation of scheduled page redirects without manual intervention once the scheduled time is reached.
6. **Notification and Confirmation:**
  - Provide notifications or confirmations to users responsible for scheduling updates or redirects, ensuring clarity and confirmation of the scheduled actions.
7. **Flexibility in Redirect Duration:**
  - Optionally, allow for specifying the duration of page redirects for temporary changes or promotions, with the ability to set an expiration date.

#### **Restyling/Refresh of Current Website**

##### **Mobile Breakpoints and Responsive Content:**

1. **Proportionate Scaling and Seamless Experience:**
  - Ensure the entire website and its content proportionately scale according to users' screen sizes for both mobile and desktop devices.

- Aim for a seamless user experience across various devices and browsers by enabling responsive design principles.
2. **Editor Requirements for Device-Specific Content Blocks:**
    - Mandate the editor to support desktop and mobile content blocks where applicable, ensuring content elements **like images are appropriately sized for different devices.**
  3. **Consistency in Mobile Breakpoints:**
    - Implement consistent mobile breakpoints across all websites within the network for uniformity in content display and navigation.

### **Refresh of Current Content Modules and Web Templates/Theme:**

1. **Update Content Blocks and Features:**
  - Enhance and update the existing content blocks and features available on the current websites within the Olympic Authority WordPress Multisite Network.
2. **Refinement of Multisite Template/Theme:**
  - Refine the styling and layout of the multisite template/theme to maintain uniformity in appearance, excluding alterations to brand-specific colors, fonts, or logos.
3. **Uniform Look and Formatting:**
  - Ensure all websites within the network have a consistent appearance, layout, and formatting, aligning with established branding guidelines.
4. **Optimization for Brand Identity:**
  - Maintain brand consistency while refining the template/theme, adhering to brand colors, fonts, and logos across all websites.

### **Website Management**

#### **Website Management Services:**

1. **Web Management Contract Costs:**
  - Web management contract covering general maintenance and management. Ensure this contract has no limitations on hours or tasks.
2. **Hosting Services:**
  - If applicable: Specify the hosting services provided, including server space, uptime guarantees, and technical support.
  - The Olympic Authority would like access to the server itself.
3. **Security Scans and Services:**
  - The Olympic Authority will run regular security scans and alert any medium/high/critical issues to the web services team to be addressed.
4. **Additional Services:**
  - Extra services or tasks that fall beyond the scope of the web management contract.

**5. Management Communication and Support:**

- Commit to a minimum of 1-hour weekly calls with an assigned account representative for updates, discussions, and planning.
- Ensure an account representative is available 5 days per week (Monday – Friday, 9 am to 5 pm (EST) for prompt correspondence and support.

**6. Emergency Contact for Urgent Issues:**

- Provide a dedicated emergency contact available 24/7 to address urgent site functionality, performance, or stability issues within an hour.

**7. New Development Work:**

- Include allocated hours for project management and meetings within each paid project for new development work.

**8. Maintenance, Support, Training, and ADA Compliance:**

- Specify the inclusion of maintenance services, ongoing support, training sessions, and ensuring ADA compliance within the web management services.
- The Olympic Authority will manage the accessibility/SEO scanning, but will look to the selected vendor to address, audit and fix any critical issues relating to the scans.

**Application Development and New Website Addition (Optional):**

**1. Portfolio of Previous Work:**

- Showcase a comprehensive portfolio highlighting past application development projects, demonstrating expertise, innovation, and successful implementations.

**2. Addition of New Websites:**

- Offer pricing details and a structured plan for adding new websites within the Olympic Authority WordPress Multisite Network.

**3. Cloning and Deployment of Existing Websites:**

- Provide pricing specifics for cloning an existing website and deploying it for potential launches of additional website(s) within the network.

**4. Service Scope for Cloning and Deployment:**

- Detail the services included, such as cloning site structure, content, functionalities, and customizations, to ensure a seamless and efficient deployment process.

**5. Customization and Tailoring:**

- Discuss options for customization and tailoring based on individual needs for the cloned websites to align with specific requirements.

**6. Project Timeline and Support:**

- Offer estimated timelines for cloning and deploying websites, along with post-deployment support to ensure a smooth transition and functionality.

## **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)
  - Cost for Web Design and Development Services
  - Cost for Web Management & Maintenance
  - Cost for Application Development Services

## **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 Creative 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, the Olympic Authority is limiting participation to New York State Certified WBEs, MBEs, and/or MWBEs as Contractors to the awarded Agreement.

### **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 Adherence to Timeline – 20 Points**

- This project must meet critical timelines. Offeror must be able to demonstrate and outline ways in which it will execute and deliver within the Term of the Agreement by providing a proposed timeline for deliverables and plan to communicate with the Olympic Authority (20%) – Highest achievable score 20 points.
  - Offeror that can meet the Olympic Authority’s timeline receives higher score.
  - Offeror that cannot meet the Olympic Authority’s timeline receives lower score.
- 11.2 Proposal Scope of Services – **40 Points**
  - Proposal Scope of Services (40%) – Highest achievable score 40 points
    - Offeror that meets or exceeds scope of services receives higher score.
    - Offeror that does not meet scope of services receives lower score.
  - Evaluation of Offeror’s previous work, based on the Olympic Authority’s preference and individual needs. Offeror will also be rated on uniqueness and organization of thought.
  - Consideration will be given to the following:
    - Extensive development experience
    - Demonstrated ability to understand the Olympic Authority’s needs.
    - Ability to effectively meet the needs of the Olympic Authority’s website and/or possible application development work.
- 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.
    - Offeror with the most references and experience receives higher score.
    - Offeror with the least references and experience receives 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.

## 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.

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Printed Name

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Signature

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Title

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Company

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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.

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Printed Name

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Signature

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Title

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Company

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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.

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Printed Name

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Signature

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Title

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Company

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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.

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Printed Name

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Signature

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Title

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Company

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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](mailto: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](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](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-I and Executive Order No. 177 Certifications**

### **N.Y. State Finance Law § 139-I**

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.

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Printed Name

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Signature

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Title

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Company

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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.

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Printed Name

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Signature

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Title

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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](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.

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Printed Name

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Signature

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Title

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Company

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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.

New York State Insurance:

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

Data Breach and Privacy/Cyber Liability Insurance	\$5,000,000
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Technology Errors and Omissions Insurance	\$5,000,000
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**Data Breach and Privacy/Cyber Liability:** During the term of this Agreement and as otherwise required herein, User/Vendor shall obtain and maintain in full force, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information (both that of the Olympic Authority and that of the Olympic Authority's customers), and/or any security breaches that occur as a result of the acts or omissions of User/Vendor which result in unauthorized access to Olympic Authority systems or data, including but not limited to the personal private information of third-party users of Olympic Authority systems. Said insurance shall be maintained with a liability limit of at least \$5,000,000.

Coverage shall at a minimum include the following:

- i. Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
- ii. Personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form);
- iii. Privacy notification costs;
- iv. Regulatory defense and penalties;
- v. Website media liability; and
- vi. Cyber theft of the property of Olympic Authority customers, including but not limited to money and securities.

If the policy is written on a claims made basis, User/Vendor must submit to the Olympic Authority an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

**Technology Errors and Omissions:** During the term of the Agreement and as otherwise required herein, User/Vendor shall obtain and maintain in full force Technology Errors and Omissions Insurance with a liability limit of at least \$5,000,000.

- a. Said insurance shall at a minimum include the following:
  - i. Consulting;
  - ii. Data processing;
  - iii. Programming;
  - iv. System integration;
  - v. Hardware or software development;
  - vi. Installation;
  - vii. Distribution or maintenance;
  - viii. Systems analysis or design;
  - ix. Training;
  - x. Staffing or other support services; and
  - xi. Manufactured, distributed, licensed, marketed or sold cloud computing services.
  
- b. The policy shall include coverage for third-party fidelity including cyber theft.

If the policy is written on a claims made basis, User/Vendor must submit to the Olympic Authority an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period (“tail coverage”) providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

**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](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.

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**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 as follows:

1. The State of New York

**Addresses:**

The State of New York  
The Capitol  
Albany, NY 12210

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**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

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**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](mailto:cdady@orda.org)  
(518) 302-5369