



**NEW YORK STATE
OLYMPIC REGIONAL
DEVELOPMENT AUTHORITY**

Request for Qualifications (RFQ)
for
Public Affairs & Government Relations
Services

RFQ Release Date: May 4, 2026

RFQ Submissions Due: Continuous Procurement

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Section 1. Definitions

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

1.1 Master Agreement – The contractual agreement to be entered into between the Olympic Authority and each Vendor determined to be qualified pursuant to this RFQ. The Master Agreement will establish the general terms and conditions under which the Olympic Authority may, from time to time during the term of the Master Agreement, authorize the provision of services and/or commodities by qualified Vendor(s) through the issuance of Work Authorization Forms or similar written instruments. Inclusion on the list of qualified Vendors and execution of a Master Agreement does not guarantee any minimum level of work or compensation. Specific projects, events, or scopes of work will be awarded through subsequent competitive selection processes (such as mini-bids, solicitations, or written quotes) conducted among the pool of pre-qualified Vendors, as determined appropriate by the Olympic Authority in its sole discretion. The Master Agreement shall govern the relationship between the Olympic Authority and the Vendor(s) for the duration of the term set forth therein and shall serve as a prerequisite for the issuance of any Work Authorization Form or related engagement for services or commodities.

1.2 Vendor(s) – Any person, partnership, firm, corporation or other authorized entity making a submission to the Olympic Authority pursuant to this RFQ.

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

1.4 Request for Qualifications or RFQ – This Request for Qualifications.

Section 2. 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.

Section 3. Overview

The Olympic Authority operates within a complex and highly visible public environment that requires regular coordination with multiple governmental and institutional stakeholders. These stakeholders include agencies within the New York State Executive Branch, the New York State Legislature, municipal governments in the communities in which the Olympic Authority operates, regional community stakeholders, and national and international sport governing bodies responsible for major competitions and events hosted at Olympic Authority venues.

As the Olympic Authority's public visibility, capital investment portfolio, and schedule of national and international sporting and cultural events continue to expand, the organization requires access to specialized strategic advisory services in the areas of public affairs, government relations, and crisis communications. These services are intended to support the Olympic Authority's engagement with governmental entities and stakeholders, assist in risk assessment and issue management, and provide coordinated communications guidance during periods of heightened public interest or operational sensitivity.

The Olympic Authority maintains internal leadership responsible for day-to-day public relations, media relations, social media communications, storytelling, and community engagement. Accordingly, the purpose of this RFQ is not to replace those internal functions, but rather to identify and pre-qualify a pool of qualified Vendors capable of providing high-level strategic advisory services to supplement the Olympic Authority's internal communications and executive leadership teams when specialized public affairs, government relations, or crisis communications expertise is required.

Through this RFQ process, the Olympic Authority seeks to establish a pool of pre-qualified Vendors that meet the Olympic Authority's minimum qualifications and are eligible to participate in future project-specific competitive selection processes. Inclusion in the pre-qualified pool does not guarantee the award of any contract or assignment; however, only Vendors included in the pool may be invited to submit proposals for specific engagements as needs arise.

As part of the qualification submission process, the Olympic Authority also seeks baseline information regarding Vendors' service capabilities, staffing resources, and pricing structures for advisory services. This information will assist the Olympic Authority in evaluating Vendor capacity and ensuring the availability of responsive and experienced firms capable of providing strategic support across the Olympic Authority's diverse venues, programs, and events.

Pre-qualified Vendors may be selected for one or more assignments based on the specific needs of the Olympic Authority and the Vendor's demonstrated expertise and capacity to perform the requested services. Vendors selected for a particular engagement will be responsible for providing all professional services necessary to support the scope of work identified in the applicable project solicitation, in accordance with the direction and oversight of the Olympic Authority.

Section 4. Registered Vendors, RFQ Schedule & Submissions

4.1 Registered Vendors

To become a registered Vendor 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. A secondary contact is mandatory. **Only Registered Vendors shall be allowed to make a submission.**

4.2 RFQ Schedule

This RFQ establishes an open and continuous procurement process. Submissions will be accepted on a rolling basis and there is no definitive end date for this solicitation unless and until the Olympic Authority issues a written notice formally closing the RFQ. The Olympic Authority reserves the right to periodically review submissions received in response to this RFQ and to evaluate Vendors for inclusion in a pre-qualified vendor pool at such intervals as the Olympic Authority determines to be appropriate. The Olympic Authority may also establish periodic review or evaluation dates, which may be announced through the issuance of addenda to this RFQ. Vendors should check the NY State Contract Reporter website (<https://www.nyscr.ny.gov>) or the Olympic Authority's website (<https://orda.org/do-business/>) to confirm the issuance of any addenda, updates, or notices relating to this RFQ.

4.3 Submissions

Only submissions from Vendors that furnish all required information and satisfy the mandatory requirements of this RFQ will be considered. Proposals must be submitted electronically in PDF format to the Designated Contact(s) identified in Section 5.1, unless the Olympic Authority expressly authorizes an alternative submission format.

If the Olympic Authority permits or requests hard-copy materials, such materials shall be delivered to the mailing address identified in Section 5.1 and must clearly identify the RFQ title and the submitting Vendor.

The Olympic Authority will not be held liable for any cost incurred by the Vendor for work performed in the preparation and production of a submission. Because this RFQ establishes a continuous solicitation process, submissions may be submitted at any time while the RFQ remains open. The date and time of receipt of each submission will be determined by the Olympic Authority at the above-noted location. **Vendors assume all risk for timely and proper delivery of submissions.**

Submissions received after any announced evaluation date may not be considered during that particular evaluation cycle but may be retained for consideration during a subsequent review period. The Olympic Authority reserves the right, in its sole discretion, to accept or reject any submission that does not comply with the requirements of this RFQ or that is received in an incomplete or untimely manner relative to any announced evaluation period. The basis for any determination concerning the acceptance or rejection of a submission shall be documented in the procurement record.

FIRM OFFER

Submissions must remain an effective offer, firm and irrevocable, for at least forty-five (45) calendar days from the date of submission, unless the time for awarding the Master Agreement is extended by mutual consent of the Olympic Authority and the Vendor. A submission 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 a Master Agreement or withdrawal of the submission in writing by Vendor.

OWNERSHIP OF RFQ AND RESPONSES

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

Section 5. Designated Contact, RFQ Questions and Clarifications & Submission Exceptions

5.1 Designated Contact

Important guidelines regarding communications during this procurement are included in this RFQ and can be viewed at [Olympic Authority Procurement Requirements/Certifications](#). Interested Vendors 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 RFQ. The following individual(s) are the **ONLY** Designated Contact for this RFQ process.

Designated Contact: Darcy Norfolk, Director of Communications

E-mail: dnorfolk@orda.org

Phone: 518-302-5354

Mailing Address: Olympic Regional Development Authority
37 Church Street
Lake Placid, NY 12946

and

Tait Wardlaw, VP of Marketing, Communications & Sponsorship

E-mail: twardlaw@orda.org

Phone: 518-302-5302

Mailing Address: Olympic Regional Development Authority
37 Church Street
Lake Placid, NY 12946

5.2 RFQ Questions & Clarifications

All questions regarding this RFQ must be emailed to the above Designated Contact. A Vendor is strongly encouraged to submit questions as soon as possible. Individual responses will not be provided. The Olympic Authority will provide written responses to questions in the form of one or more addendum to this RFQ, which shall be published on the NY State Contract Reporter website (<https://www.nyscr.ny.gov/>) and on the Olympic Authority's website (<https://orda.org/do-business/>). Such official addenda are the only authorized method used to communicate substantive information, including the clarification or modification of any terms or other requirements of this RFQ. Questions answered by formal written addendum are not binding and will be without legal effect.

If a Vendor intends to make a submission that deviates from the requirements of the RFQ in any way, the proposed deviations should be submitted as soon as possible so that they may be given due consideration prior to the submissions. See the Submission Exceptions Section for additional information.

5.3 Submission Exceptions

The Olympic Authority will consider all requests to waive any submission requirement. However, Vendors should be aware that failure to obtain a waiver of any submission requirement in advance could result in rejection of Vendor's submission and disqualification from the RFQ process. Vendors 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 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 Standard Contract Terms (See Section 10.1).

Section 6. Administration Information

6.1 Form of Agreement

Each Vendor determined to be qualified pursuant to this RFQ will be required to enter into a Master Agreement with the Olympic Authority, a sample template of which is included with this RFQ as Attachment D. The Master Agreement will govern the terms and conditions applicable to any subsequent engagements and shall serve as a prerequisite for the issuance of any Work Authorization Form or other written notice to proceed. Importantly, the Olympic Authority **shall not negotiate the base terms and conditions of the Master Agreement**. Vendors are strongly advised to review the Master Agreement prior to submitting a response to this RFQ to ensure they are able to comply with its framework and requirements. Execution of the Master Agreement does not guarantee any minimum level of work or compensation.

Once the pre-qualified pool has been established, the Olympic Authority will solicit project-specific proposals, quotes, or mini-bids from among the pre-qualified Vendors as needed. Awards will be made through these subsequent competitive processes based on criteria that may include, but are not limited to, cost, availability, technical capabilities, prior performance, and scope of services. Only Vendors pre-qualified through this RFQ process will be eligible to participate in such solicitations and be considered for award of individual projects during the term of the Master Agreement.

ALL VENDORS MUST COMPLETE AND SUBMIT THE SUBMISSION FORM (ATTACHMENT A) AND THE OLYMPIC AUTHORITY PROCUREMENT REQUIREMENTS/CERTIFICATIONS LOCATED AT: <https://media.orda.org/?r=34529&k=93d2ee94a4>.

6.2 Price

Vendors shall provide pricing information sufficient to allow the Olympic Authority to understand the Vendor's general rate structure and cost framework for the services contemplated under this RFQ. Because this RFQ is intended to establish a pool of pre-qualified Vendors for future project-specific engagements, the pricing information submitted shall be considered baseline or indicative pricing only and will not constitute a binding price proposal for any specific assignment.

Pricing submissions should include all costs associated with the performance of the services contemplated under this RFQ, including but not limited to professional service fees, travel expenses, licenses, insurance, administrative costs, and any other incidental or ancillary costs that may reasonably be incurred in connection with the services. Unless otherwise specified in a subsequent project-specific

solicitation, pricing should be presented on a net basis and should reflect the Vendor's fully burdened rates for services performed.

Vendors may present pricing in a format appropriate to the services offered, which may include hourly rates for key personnel, project-based pricing structures, retainer arrangements, or other customary billing methodologies used in the provision of the services. The Olympic Authority reserves the right to request updated or project-specific pricing from pre-qualified Vendors in connection with any future solicitation issued under this RFQ.

If a Vendor offers an early payment discount for payments made in less than thirty (30) days following receipt of a proper invoice, the Vendor should describe the discount in the appropriate section of the Submission Form, including the percentage of discount and the number of days within which payment must be made for the discount to apply. If multiple early payment discounts are offered, the Vendor should provide details for each discount (for example: 2%/15 days; 1%/20 days). Early payment discounts will not affect the evaluation of submissions under this RFQ; however, such discounts may be considered by the Olympic Authority in the event of a tie or where otherwise permitted under applicable procurement procedures.

6.3 Term of Master Agreement

In accordance with this RFQ, it is the intention of the Olympic Authority to issue a Master Agreement to all pre-qualified Vendors with a term of one (1) year, with the option of successive one (1) year renewals upon mutual written agreement of the parties.

6.4 Method of Payment

Upon delivery and acceptance of the services specified in this RFQ, 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 contain the Master Agreement number and Work Authorization number or other written notice to proceed. Invoices without the required information will be returned to Vendor to be completed as required. All invoices must be submitted for payment to either:

New York State Olympic Regional Development Authority
Attn: Accounts Receivable
37 Church Street
Lake Placid, New York 12946

Vendor shall provide a complete and accurate billing invoice in order to receive payment. The billing invoice submitted must contain all information and supporting documentation required by the Master 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 Master Agreement entered into as a result of this RFQ 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 Vendor Responsibilities

The Vendor shall be solely responsible for all compliance with terms and conditions in this RFQ or any resulting Master Agreement. The Vendor accepts full responsibility for the actions of any employee, subcontractor or dealer, distributor, reseller, or any other party who carries out any of the provisions of a Master Agreement resulting from this RFQ.

6.7 Inspection of Books

It is expressly understood and agreed that the Olympic Authority shall have the right to inspect and audit the Vendor's records covered under this RFQ. The Olympic Authority requires the retention of all material that is pertinent to an audit of the operations under any Master Agreement resulting from this RFQ for a full six-year period.

Section 7. Qualifications of Vendors

To determine Vendor qualifications, Vendors must respond to each item set forth in the Submission Form (Attachment A) and provide all documents requested therein. Vendors responding to this RFQ must demonstrate the experience, capacity, and professional expertise necessary to provide high-level advisory services in the areas of public affairs, government relations, and crisis communications.

At a minimum, qualified Vendors should demonstrate the following:

- Demonstrated expertise in public affairs and intergovernmental relations within state and municipal governmental environments.
- Experience advising public authorities, government-funded entities, or similarly high-profile organizations operating within complex stakeholder and regulatory landscapes.
- Demonstrated capability in political and regulatory risk assessment, stakeholder engagement strategy, and coordination among multiple governmental or institutional partners.
- Substantial experience providing crisis communications advisory services, including preparedness planning, executive-level support, and communications response strategy.
- A proven ability to provide strategic advisory services that complement internal communications and leadership teams.
- Strong professional references reflecting successful delivery of comparable services for public-sector, tourism, sport, or large-scale event organizations.

Section 8. Content of Submissions

The Olympic Authority will review submissions for completeness and compliance with the terms and conditions of this RFQ, and reserves the right to request from any Vendor, at any time during the selection process, additional information, clarification, or confirmation deemed necessary for the proper evaluation of submissions.

Submissions in response to this RFQ should include sufficient information to allow the Olympic Authority to evaluate the Vendor's qualifications, experience, and general approach to providing the

services contemplated under this solicitation. At a minimum, submissions should include the following:

1. **Firm Overview** – A description of the Vendor’s organization, including background, size, areas of specialization, and relevant experience.
2. **Approach and Methodology** – A description of the Vendor’s general approach to providing public affairs, government relations, and crisis communications advisory services.
3. **Relevant Experience** – Representative examples or case studies demonstrating the Vendor’s experience supporting organizations in areas such as public affairs strategy, government relations, crisis communications, sports or tourism-related initiatives, or large public-facing projects.
4. **Team Composition** – Identification of key personnel who would be available to support the Olympic Authority, including their roles, qualifications, and relevant experience.
5. **Pricing Information** – General rate structures or pricing frameworks consistent with Section 6.2 of this RFQ.
6. **References** – Contact information for at least three (3) recent clients for whom the Vendor has provided comparable services.

Interested Vendors 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 Vendor may mail a copy to the address listed in Section 5.1.

- A complete submission must include the following:
 - a. Completed Submission Form (See Attachment A)
 - b. Olympic Authority Procurement Requirements/Certifications
(<https://media.orda.org/?r=34529&k=93d2ee94a4>)

Vendors may submit detailed specifications, circulars, brochures, marketing materials and other materials on the product/service to be furnished. Any materials or terms that conflict with the provisions of this RFQ will not be considered. The Olympic Authority reserves the right to request any additional information deemed necessary for the proper evaluation of submissions.

8.1 Freedom of Information Law

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) Vendor proactively notifies the Olympic Authority in writing of the records it has provided to the Olympic Authority that Vendor 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 Vendor in writing of such request and shall provide Vendor with the specific language of the FOIL request, and shall identify any records that the Olympic Authority believes are responsive to such request; (3) Vendor 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 Vendor in accordance with applicable

law. Nothing contained herein shall diminish, or in any way adversely affect, either the Olympic Authority's or the Vendor's right to discovery in any pending or future litigation.

Section 9. Modification/Withdrawal/Rejection of Submissions

A submission may be modified or withdrawn any time prior to the close of this continuous procurement. The modification or withdrawal of a submission must be in writing on the Vendor's letterhead, dated, and signed by the signatory to the original submission. The modification or withdrawal must be submitted in a sealed envelope clearly marked "Modification [or Withdrawal] of Public Affairs and Government Relations RFQ Submitted by [Vendor]."

The Olympic Authority reserves the right to reject submissions, postpone, or cancel this RFQ, to waive technicalities, irregularities, and omissions, request additional information or clarification of a submission, or solicit new submissions 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 Olympic Authority Standard Contract Terms, Order of Preference & Procurement Requirements/Certifications

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 RFQ and shall be retained for reference by Vendors.

The Master 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. Master Agreement
2. The Olympic Authority's Standard Contract Terms
3. Request for Qualifications (this document) with any addenda
4. Selected Vendor's Submission

All Vendors are responsible for reviewing and understanding all listed Procurement Requirements/Certifications (<https://media.orda.org/?r=34529&k=93d2ee94a4>) and the Olympic Authority Insurance Requirements (Attachment B).

10.2 General Requirements

Vendors agree to adhere to all State and Federal laws and regulations in connection with this RFQ and any Master Agreement. Vendors agree that any Master Agreement resulting from this RFQ may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Olympic Authority.

10.3 Procurement Rights

The Olympic Authority reserves the right to:

1. Reject any or all submissions received in response to the RFQ;
2. Withdraw the RFQ at any time at the sole discretion of the Olympic Authority;
3. Disqualify any Vendor whose conduct and/or submission fails to conform to the requirements of the RFQ;
4. Seek clarifications and revisions of the submission;
5. Amend the RFQ to correct errors or oversights, or to supply additional information as it becomes available;
6. Direct Vendors to submit modifications addressing subsequent RFQ amendments;
7. Change any of the schedule dates with notification through the NYS Contract Reporter and Olympic Authority website;
8. Eliminate any mandatory, non-material requirements that cannot be complied with by all of the prospective Vendors;
9. Waive any requirements that are not material;
10. Utilize any and all ideas submitted in the submissions received;
11. Adopt all or any part of a Vendor's submission in selecting the optimum configuration;
12. Negotiate with a Vendor within the RFQ requirements to serve the best interests of the Olympic Authority. This includes requesting clarifications of any or all submissions;
13. Require clarification at any time during the RFQ process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Vendor's submission and/or to determine a Vendor's compliance with the requirements of the RFQ;
14. Make award to another Vendor in the event of unsuccessful negotiations with the apparent successful Vendor or in such other circumstances as permitted under this RFQ; and/or
15. 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 Vendor in the preparation and production of a submission or for any work performed prior to the issuance of a Master Agreement.

10.4 Debriefings

Any unsuccessful Vendor may request a debriefing regarding the reasons that the submission by the Vendor was not selected for award. Requests for a debriefing must be made within fifteen (15) calendar days of notification of award by the Olympic Authority published on the NY State Contract Reporter website (<https://www.nyscr.ny.gov/>). Requests should be submitted in writing to the Designated Contact identified in this RFQ.

10.5 Termination

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

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

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, in furtherance of New York State Executive Law Article 15-A and 5 NYCRR Parts 140–145.

For the purposes of this procurement, the Olympic Authority has determined that the solicitation does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to the awarded Master Agreement. Vendors are encouraged to make every good faith effort to promote and assist the participation of MWBE on the Master Agreement for the provision of services or materials. The directory of MWBE Certified Businesses can be viewed at: <https://ny.newnycontracts.com>.

10.7 Service-Disabled Veteran-Owned Business Enterprises

It is the policy of the Olympic Authority to increase participation of certified New York State Certified Service-Disabled Veteran-Owned Business Enterprises (SDVOBs) in its procurements, in furtherance of Article 17-B of the New York State Executive Law.

For purposes of this procurement, the Olympic Authority has determined that the solicitation does not offer sufficient opportunities to set goals for participation by SDVOBs as subcontractors, service providers and suppliers to the awarded Master Agreement. Vendors are encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Master Agreement for the provision of services or materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>.

Section 11. Attachments

Vendor's attention is directed to the appendices, exhibits 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 Master Agreement. Vendor 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 RFQ.

- A. Submission Form
- B. Olympic Authority Insurance Requirements
- C. Sample Scope of Work
- D. Sample Master Agreement

Attachment A SUBMISSION FORM

Request for Qualifications (RFQ) – Public Affairs & Government Relations Services Olympic Regional Development Authority

Instructions:

All Vendors responding to this RFQ must complete and submit this Submission Form in its entirety. Vendors may attach supplemental documentation where appropriate. Incomplete forms may result in disqualification from consideration.

SECTION I: GENERAL INFORMATION**1. Vendor Legal Name/DBA:**

2. Business Address:

3. Contact Person Name and Title:

4. Telephone Number:

5. Email Address:

6. Website (if applicable):

7. Type of Entity (check one):

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ LLC

☐ Other: _____

SECTION II: QUALIFICATIONS AND EXPERIENCE

1. Years in Business:

2. **Summary of Experience and Qualifications** (attach as separate page): Describe your experience providing specialized strategic advisory services in the areas of public affairs, government relations, and crisis communications to public authorities, public benefit corporations, governmental agencies, or other similar public organizations.

3. **Representative Clients and Projects:** Provide contact information for at least three clients for whom you have provided similar services in the last three (3) years:

- Client Name: _____
Contact Name & Title: _____
Phone: _____ Email: _____
Project Description: _____
- Client Name: _____
Contact Name & Title: _____
Phone: _____ Email: _____
Project Description: _____
- Client Name: _____
Contact Name & Title: _____
Phone: _____ Email: _____
Project Description: _____

4. **Identify key personnel who would support Olympic Authority projects. Include names, roles, and relevant experience** (attach as separate page).

5. Insurance Coverage:

If providing services at an Olympic Authority venue as part of this RFQ, confirm that you carry, or have the ability to carry, commercial general liability, workers' compensation, and any other applicable coverage in compliance with the RFQ requirements set forth in Attachment B.

SECTION III: PRICING STRUCTURE (attach as separate page)

Attach a detailed rate sheet and discount schedules applicable to your services when responding to this RFQ. Vendors may include professional service fees, travel expenses, licenses, insurance, administrative costs, and any other incidental or ancillary costs that may reasonably be incurred in connection with the services.

Note: Pricing submitted under this RFQ may be used for reference purposes only. Final pricing for specific projects will be requested through subsequent competitive solicitations issued to pre-qualified Vendors.

SECTION V: ACKNOWLEDGEMENT AND CERTIFICATION

I, the undersigned, hereby certify that the information provided in this Submission Form and accompanying documentation is complete, accurate, and truthful to the best of my knowledge. I further certify that I am authorized to submit this response on behalf of the Vendor.

Authorized Representative Name (printed):

Title:

Signature:

Date:

Attachment B
OLYMPIC AUTHORITY INSURANCE REQUIREMENTS
(Attached separately hereto)



NEW YORK STATE
**OLYMPIC REGIONAL
DEVELOPMENT AUTHORITY**

Insurance Requirements

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

Comprehensive Form General Liability:

Each Occurrence / BI & PD Combined Occurrence	\$1,000,000
General Aggregate / BI & PD General Aggregate	\$2,000,000
To include:	
A. Blanket Contractual Liability	
B. Volunteers as Insureds	
C. Property Insurance equal to Full Replacement Value of User/Vendor's property	

Professional Liability (Errors and Omissions):

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

New York State Insurance:

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

Conditions:

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

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

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

For workers' compensation:

- a. C-105.2 Certificate of Workers' Compensation Insurance,
- b. U-26.3 Certificate of Workers' Compensation Insurance, or
- c. SI-12 Certificate of Worker's Compensation Self-Insurance

For disability benefits:

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

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

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

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

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

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

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

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

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

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

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

Additional Insured:

The policy or policies shall be endorsed to be primary as respects the coverage afforded the New York State Olympic Regional Development Authority and others identified to be included as Additional

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

Additional Insured shall be defined by venue as follows:

Olympic Center:

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

Olympic Jumping Complex:

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

Mt Van Hoevenberg:

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

Belleayre Mountain Ski Center:

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

Gore Mountain Ski Center:

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

Whiteface Mountain Ski Center:

1. The State of New York
2. New York State Department of Environmental Conservation

Addresses:

The State of New York
The Capitol
Albany, NY 12210

Town of Johnsbury
219 Main Street
North Creek, NY 12853

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

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

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

Venue Addresses:

Olympic Authority
Administrative Building
37 Church Street
Lake Placid, NY 12946

Olympic Center
2634 Main Street
Lake Placid, NY 12946

Olympic Jumping Complex
5486 Cascade Road
Lake Placid, NY 12946

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

Belleayre Mountain
181 Galli Curci Road
Highmount, NY 12441

Gore Mountain
793 Peaceful Valley Road
North Creek, NY 12853

Whiteface Mountain Ski Center
5021 Route 86
Wilmington, NY 12997

Contact:

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

Olympic Regional Development Authority
Attn: Kristin Maxwell, Sr. Manager, Risk Management
37 Church Street
Lake Placid, NY 12946
kmaxwell@orda.org
(518) 302-5309

Attachment C

SAMPLE SCOPE OF WORK

The following Sample Scope of Work is provided for illustrative purposes only to describe the types of services that may be requested by the Olympic Authority from Vendors pre-qualified under this RFQ. The specific scope of services for any engagement will be defined in a subsequent project-specific solicitation or task order issued to one or more pre-qualified Vendors.

A. Public Affairs and Government Relations Advisory Services

The selected Vendor(s) must demonstrate experience providing strategic public affairs and government relations advisory services at the state and municipal levels. Particular emphasis will be placed on demonstrated capabilities in stakeholder alignment, multi-agency coordination, and political and regulatory risk analysis within complex governmental environments.

Services that may be requested include, but are not limited to:

- Monitoring legislative, regulatory, and policy developments that may affect the Olympic Authority's operations, venues, capital improvement projects, or events.
- Assisting in the development and implementation of strategic engagement plans involving state agencies, host municipalities, counties, regional partners, and other governmental stakeholders.
- Conducting stakeholder mapping, political landscape analysis, and proactive issue identification related to state and local governmental matters.
- Providing advisory support to Olympic Authority leadership regarding emerging political, regulatory, or community issues that may impact operations, projects, or organizational reputation.
- Assisting in the preparation of executive briefings, stakeholder communications, and coordination of messaging among relevant governmental or institutional partners where appropriate.

These services are intended to be advisory and strategic in nature and will be performed in coordination with the Olympic Authority's executive leadership and internal communications staff.

B. Executive Advisory and Strategic Communications Support

Pre-qualified Vendors may be requested to provide specialized strategic communications advisory services to the Olympic Authority's executive leadership and internal communications team in connection with significant organizational initiatives or announcements.

Services may include, but are not limited to:

- Providing independent strategic perspective on high-visibility initiatives, capital projects, or major events upon request.
- Supporting communications strategy for announcements of regional, national, or international significance.

- Providing benchmarking, best-practice insights, and strategic communications guidance based on industry standards and comparable organizations.
- Assisting with access to or coordination with specialized media markets or stakeholder audiences that extend beyond the Olympic Authority's internal communications capabilities.

C. Crisis Communications Consulting

Pre-qualified Vendors may also be requested to provide crisis communications advisory services to support preparedness planning and response efforts.

Services may include:

- Assisting in the identification, development, or refinement of crisis communications frameworks and response protocols.
- Providing on-call advisory support and media strategy consultation during crisis or high-risk communications situations.
- Assisting in the development and delivery of crisis communications training or preparedness exercises for Olympic Authority personnel.
- Supporting executive leadership with strategic communications guidance during time-sensitive or high-profile incidents.

This sample should not be interpreted as a minimum or maximum scope of work but is provided to illustrate the scale and diversity of deliverables expected by the Olympic Authority. Each individual project will be governed by a separate Work Authorization Form issued under the Master Agreement.

Attachment D
SAMPLE MASTER AGREEMENT
(Attached separately hereto)



NEW YORK STATE

OLYMPIC REGIONAL DEVELOPMENT AUTHORITY

Vendor Master Agreement

This AGREEMENT is made as of the date of the last signature herein (“Effective Date”), by and between the New York State Olympic Regional Development Authority (“Olympic Authority”), whose office address is 37 Church Street, Lake Placid, New York 12946, and _____ (“Vendor”), whose office address is _____.

WHEREAS, the Olympic Authority issued a Request for Qualifications for Public Affairs & Government Relations Services (“RFQ”) on May 4, 2026, seeking qualified vendors to provide certain services as further described in the RFQ; and

WHEREAS, the Vendor was selected in accordance with the procedures and criteria set forth in the RFQ, and the parties desire to enter into this Agreement pursuant thereto; and

WHEREAS, the RFQ is incorporated herein by reference as if fully attached hereto, and Vendor acknowledges and agrees that the applicable terms, conditions, and representations contained in the RFQ shall govern and apply to the services provided under this Agreement, except as otherwise expressly modified herein; and

WHEREAS, in the event of any inconsistencies or conflicting terms between the RFQ and this Agreement, the terms of this Agreement shall govern and control; and

WHEREAS, the Olympic Authority desires, and Vendor is willing to provide, the services and/or commodities as further detailed in one or more Work Authorizations, Purchase Orders, Rental Orders, or other written notices to proceed issued to Vendor (collectively “Ordering Documents”) in furtherance of and in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

A. TERM

The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year therefrom, unless earlier terminated in accordance with the provisions set forth herein (the “Initial Term”). Following the Initial Term, this Agreement may be renewed for successive one (1) year periods (each, a “Renewal Term”) upon the mutual written agreement of the Olympic Authority and Vendor. Either party wishing to renew shall provide written notice of its intent to do so to the other party no later than thirty (30) days prior to the expiration of the then-current Term. The Initial Term, together with any Renewal Term(s), shall collectively constitute the “Term.”

B. VENDOR SERVICES

1. **Scope of Services** – Vendor agrees to provide the services as provided in the Ordering Documents issued to Vendor and in accordance with the terms of this Agreement (the

“Services”).

2. **Independent Contractor** – Except as otherwise expressly provided in this Agreement or otherwise authorized in writing by the Olympic Authority, in performing the Services and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent or be an agent of the Olympic Authority. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for Vendor’s personnel engaged in the performance of the Services.
3. **Subcontractors** – Vendor shall not employ, contract with, or use the services of any subcontractors without obtaining the prior written approval of the Olympic Authority. No provision of this Agreement shall be construed as an Agreement between the Olympic Authority and any subcontractor to Vendor or with any person, firm or corporation employed by, contracted with or whose services are utilized by Vendor. The foregoing provisions regarding subcontractors shall not dilute in any way Vendor’s responsibility to perform the services set forth in this Agreement at the compensation set forth herein or in any attachments to this Agreement. However, if the Olympic Authority directs Vendor in writing to obtain the services of subcontractors not normally required for projects of comparable type, the Olympic Authority will compensate Vendor in accordance with the terms of this Agreement.
4. **Ownership of Documents** - Vendor shall not publish or disseminate to any third-party information pertaining to the Services, or any part or aspect thereof, without first obtaining written approval from the Olympic Authority for such publication or dissemination and of the format and content thereof.
5. **Compensation** - The Olympic Authority shall compensate Vendor for all Services rendered at the amount detailed in the Ordering Documents issued to Vendor.
6. **Cost Documentation** – Vendor shall maintain complete detailed and accurate billing and accounting records of all costs. If all or any part of such records are not maintained by Vendor, its consultants or subcontractors, or made available to the Olympic Authority or the State as provided for herein, any item not supported by such records shall, at the election of the Olympic Authority, be disallowed and, if payment therefore has already been made, Vendor, upon demand, shall refund to the Olympic Authority the amount so disallowed. Payments to Vendor shall in no way affect Vendor’s obligations hereunder or the right of the Olympic Authority to obtain a refund of any payment to Vendor which was in excess of that to which they were lawfully entitled.
7. **Applications for Payment** – Unless different provisions are set forth in an Ordering Document issued to Vendor, the following provisions shall apply. Timeliness of payment and any interest to be paid to Vendor for late payment shall be governed by Public Authorities Law § 2880 to the extent required by law. Any additional compensation to which Vendor may be entitled under this Agreement shall be itemized,

supported by accurate documentation, including receipted bills for expenditures made by Vendor and shall extend all hours and rates into dollar amounts. Applications for payment of additional compensation shall be submitted together with applications for payment of compensation under this Agreement. The Olympic Authority reserves the right to request any and all documentation necessary to support applications for payment, and Vendor agrees to comply with such requests. The Olympic Authority may, in its sole discretion, deny applications for payment that are not supported by proper documentation.

8. **Approval of Documents** – For all documents or other items requiring the Olympic Authority’s review and/or approval, the Olympic Authority will provide review comments of said items at the scheduled submissions as defined by the Ordering Documents issued to Vendor. Vendor will timely respond to all comments in written form, and revisions to the documents will be made based upon mutual agreement between the Olympic Authority and Vendor. The Olympic Authority comments will be consistent with programmatic and budget requirements, and with previous comments and approvals. Vendor will revise the documents accordingly if consistent with the program and budget requirements, and previous comments. If Vendor is unable to comply with written instructions, and/or marked-up project document review sets supplied by the Olympic Authority, Vendor shall notify the Olympic Authority in writing of this fact as soon as is practicable under the circumstances. If the Olympic Authority provides comments, or requests revisions that are in conflict with programmatic or budget requirements, or with previous comments and approvals, required revisions will be treated as an additional service consistent with this Agreement, and Vendor shall be compensated in accordance with the Ordering Documents.

C. INSURANCE

If providing Services at an Olympic Authority-managed venue as part of this Agreement, Vendor shall procure and maintain in full force and effect during the Term of this Agreement all insurances as provided for in the Insurance Requirements attached hereto as Exhibit 1. Prior to the commencement of the Services, Vendor shall supply the Olympic Authority with proof of the insurances required under this section.

D. STANDARD OF CARE

If applicable, Vendor shall exercise the same degree of care, skill, and diligence in the performance of its Services as is ordinarily possessed and exercised by a vendor practicing in the same disciplines and performing services of the same or substantially similar nature as are required by this Agreement and any applicable Ordering Documents issued to Vendor (“Standard of Care”).

E. DISPUTES

In the event of a dispute between the Olympic Authority and Vendor arising out of or related to this Agreement, Ordering Documents issued to Vendor pursuant to and in furtherance of this Agreement, and/or the performance of this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute informally, each party may, upon

the mutual agreement of both parties, nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. In such circumstances, the aggrieved party shall notify the other party in writing of the item or items in dispute, providing enough specificity to apprise the other party of the nature of the dispute. The parties shall then meet or conference at a mutually agreeable place and time and attempt to negotiate the disputed item or items in good faith. In the event that a mutually agreeable or satisfactory result is unable to be reached, nothing herein contained shall be construed as limiting a party in exercising its contractual rights or seeking any remedies available to them under the law.

F. TERMINATION

1. In the event of the dissolution or bankruptcy of Vendor, the Olympic Authority may immediately terminate this Agreement without further liability to Vendor, except for obligations to pay outstanding sums owed, and all work, reports, and other data and records pertaining to the Services that are in the custody or control of Vendor shall be delivered to the Olympic Authority, and the Olympic Authority shall pay the legal representative of Vendor all amounts due and owing by the Olympic Authority to Vendor, to the date of termination, in accordance with the provisions of this Agreement.
2. Any party may terminate this Agreement in the event another party materially breaches the terms of this Agreement.
 - a. The party who desires to terminate this Agreement shall give written notice of the breach to the breaching party and shall specify a period of time, which shall not be less than ten (10) days if practicable under the circumstances, in which the breaching party must either remedy the breach or cease performance under the Agreement.
 - b. In the event that the breaching party elects to continue performance, it shall either cure the breach or provide a written statement of the steps to be taken in order to cure the breach within ten (10) days of receipt of the written notice pursuant to the preceding paragraph, or such longer period as may be specified in the written notice of the intent to terminate. If the cure or statement of intent to cure is satisfactory to the non-breaching party, it shall consent to a continuation of performance, and such consent shall not be unreasonably withheld.
 - c. Notices given pursuant to foregoing paragraphs, and any notice or writings required under this Agreement and to the attention of such person as the parties may designate in writing from time to time.
 - d. For any action at law or in equity arising from a termination under this section, the breaching party shall be liable to the non-breaching party in an amount not to exceed the compensation for the Services under this Agreement.

G. LIABILITY OF VENDOR

1. To the fullest extent permitted by law, Vendor shall defend, indemnify, hold harmless and release the Olympic Authority, the State of New York, the record owner of the real property on which the Services are being furnished and/or performed, and/or their respective affiliates, members, partners, directors, officers, employees, consultants, contractors and/or agents (individually, an "Indemnified Party" and collectively, the

“Indemnified Parties”), from and against any and all suits, claims, liabilities, fines, damages and/or any types of action whatsoever, including attorneys’ fees, defense costs and legal costs, for bodily injury (including exposure to toxic substances), sickness, disease or death sustained by any person, or to injury to or destruction of tangible property (including loss of use), arising out of or resulting from the performance of the Services pursuant to this Agreement or negligent or otherwise tortious acts, errors or omissions and/or willful misconduct of Vendor and/or their affiliates, members, partners, directors, officers, employees, consultants, contractors and/or agents, or by reason of liability imposed by operation of law.

2. The Olympic Authority may retain such monies from the amount due Vendor as may be necessary to satisfy any claim for damages recovered against the Indemnified Parties. Vendor’s obligation under this paragraph shall not be deemed waived by the failure of the Olympic Authority to retain the whole or any part of such monies due Vendor, or where such suit, action, damages, and/ or costs have not been resolved or determined prior to release of any monies to Vendor under this Agreement.
3. The obligation of Vendor to indemnify the Indemnified Parties (1) shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits, including workers' compensation or other employee benefit acts, provided by Vendor, and (2) shall not be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Indemnified Parties.
4. The obligation of Vendor to indemnify does not extend to those suits, claims, liabilities, fines, damages, and types of action which arise out of the sole negligence of an Indemnified Party.
5. This Article creates no limitation on the right to common-law indemnification. The indemnity provided for herein shall be deemed in addition to and in no way a limitation upon the Olympic Authority’s right of common-law indemnification from Vendor.
6. Nothing contained in this Agreement shall create or give to third parties any claim or right of action against Vendor or the Olympic Authority beyond such as may legally exist without regard to this Agreement.

H. GENERAL PROVISIONS

1. **Other Vendors** – The Olympic Authority reserves the right to employ other vendors in connection with the Services provided by Vendor hereunder.
2. **Notices** - Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified at the beginning of this Agreement, or at such other addresses as either party may, from time to time, designate by written notice to the other, and unless otherwise mutually agreed between the parties in writing, notice shall be deemed to have been properly given and shall be deemed effective upon receipt when (i) delivered by express overnight mail delivery service with receipt for delivery or (ii)

when deposited in the United States mail, postage prepaid, certified with return receipt requested. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice has been received shall constitute receipt.

3. **Entire Agreement** - This Agreement, and Ordering Documents issued to Vendor in furtherance of and in accordance with the terms of this Agreement, and any other attachments, exhibits, or addenda, constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid, and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto and approved in the same manner as this Agreement.
4. **Captions** - The captions and/or headings contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define, limit, or describe the scope or intent of this Agreement, or any provision thereof, nor in any other way affect this Agreement.
5. **Attachments** – The Olympic Authority Standard Contract Terms, which can be viewed at: <https://media.orda.org/?r=36909&k=d478cbc040>, together with any and all attachments, exhibits, or addenda appended hereto, are incorporated by reference as if fully restated herein and shall be given the same force and effect as if fully set forth herein.
6. **Waivers** - No waiver of any provision of this Agreement or the breach thereof shall constitute a continuing waiver, or a waiver of any other provision of this Agreement or the breach thereof, and no such waiver shall be effective unless expressed in writing signed by the party against whom enforcement is sought.
7. **Survival** - All rights and obligations contained in this Agreement, which by their nature or effect are required or intended to be kept, observed, or performed after the termination or expiration of this Agreement will survive and remain binding upon and for the benefit of the parties, their successors, and permitted assigns. For the sake of clarity, these obligations include obligations to pay; obligations to defend, hold harmless and/or indemnify; record keeping obligations; obligations to deliver the other party's property; and any and all warranties made, the duration of which will exceed the term of this Agreement.
8. **Severability** - In the event that one or more of the provisions of this Agreement shall for any reason be declared unenforceable by a court of competent jurisdiction, such provision(s) shall have no effect on the validity of the remainder of the Agreement, which shall then be construed as if such unenforceable provision(s) was never contained in the Agreement.
9. **Compliance with Applicable Laws and Regulations** - Vendor shall review all laws, regulations, codes, and standards in effect as of the date of this Agreement that are applicable to the Services and Vendor's performance and shall comply with same.

Vendor shall exercise professional care and judgment in accordance with the Standard of Care.

10. **Waiver of Damages** - Vendor shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead, or any indirect consequential damages.
11. **Exhibits** – The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1 – Olympic Authority Insurance Requirements

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

NEW YORK STATE OLYMPIC REGIONAL DEVELOPMENT AUTHORITY

By: _____

Print Name: _____

Title: _____

Date: _____

VENDOR

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 1

Olympic Authority Insurance Requirements

(Attached separately hereto)