***Seneca Gaming Corporation***



Electrical Preventative Maintenance

and On-Call Services

RFP # SGC-0045-25SDH

September 9, 2025

*Confidential*

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# Introduction

Seneca Gaming Corporation is a wholly owned, tribally chartered corporation of the Seneca Nation of Indians (the “Nation”) which operates all of the Nation’s Class III gaming operations in Western New York.

Seneca Gaming Corporation, through its wholly owned subsidiaries, owns and operates Seneca Niagara Resort & Casino in Niagara Falls, New York, Seneca Allegany Resort & Casino in Salamanca, New York, and Seneca Buffalo Creek Casino in Buffalo, New York.

For additional information, please visit our website at [www.Senecacasinos.com](http://www.Senecacasinos.com).

# RFP Objective

Seneca Gaming Corporation (hereinafter referred to as SGC) is seeking a qualified electrical contractor, with the proven ability to provide on-call electrical services for all electrical systems and circuits throughout the Buffalo and Niagara properties.

1. The Electrical Services shall include, but not be limited to:
	* 1. De-energized maintenance, inspections and testing
2. Niagara – see attached SOW
3. Buffalo – the successful bidder along with Facilities will develop an appropriate plan which will then be requested via SOW/Task Order
4. On-call electrical services
	* 480v, 277v, 240v, 208v, 120v electrical systems in single and three phase.
	* Wet and dry type transformers in all voltages, phases, and configurations.
	* Feeder and branch circuits
	* Medium voltage circuit breaker installation, troubleshooting, maintenance and repair.
	* Medium voltage cable installation, termination, splicing, testing, and repairs.
	* Medium voltage switchgear/switchboard, and unit substation installation, testing, maintenance, and repairs.
	* Protective relay installation, testing, maintenance and repair.
	* EMT, PVC, Rigid Metal, IMC, Flexible Metal, Seal-tight, and Wiremold conduit systems ½” thru 5”.
	* Lighting systems to include fluorescent, HID, incandescent, LED, and dimming control systems.
	* All types of lighting fixtures installed in locations such as gaming areas, event space, natatorium, high-bay, roadway, walkway, corridor, stadium, step, recessed, surface mount, and exit lighting.
	* Installation, repair, and testing of electrical feeders, distribution panels, lighting panels, and power panels including associated TVSS systems installed in such panels.
	* Installation, troubleshoot, and repairs to panel mounted distribution metering, displays, and power quality equipment.
	* Installation, repair, and testing of motors, motor starters, motor control centers, motor control drive equipment and Variable Frequency Drives (VFD’s)
	* Bus-ways, bus duct, and related bus distribution equipment.
	* Emergency power, Generator and ATS installations, troubleshooting, maintenance and repair
	* Perform infrared thermal scanning and imaging of designated system components.
	* Any other work as requested by the owner’s approved representative via an SOW or task order.
5. The program is designed to:
6. Repair or replace electrical components to avoid unscheduled failures.
7. Minimize the risk of electrical problems that cause electrical outages.
8. Substantially reduce the growing risk of electrical safety hazards and fire.
9. Identify potential power quality concerns to minimize the risk of disruption or damage to microelectronic equipment and all HVAC and mechanical systems.
10. Assure the proper preventive maintenance services to improve electrical system efficiency to minimize electric utility cost.
11. Conform to applicable standards for ongoing maintenance to extend the life of the electrical distribution system and other electrical components.
12. Provide temporary emergency power (temporary wire or generation) in the event an ~~covered~~ electrical component failure results in extended down time.
13. Provide electrical services upon request by the owner.

# Scope of Services

## Furnish all materials, labor, tools, safety and test equipment and all other items necessary to provide complete and competent Electrical Services and Maintenance for the Owner’s Electrical Systems as requested over the term via specific task orders.

## The Contractor shall make a site visit to familiarize himself/herself with the buildings and respective electrical system components to be serviced under the Electrical Services and Maintenance Program. This site visit must be coordinated with the Owners on-site Facilities Staff.

## The Contractor shall provide as part of his/her bid package a technical proposal which shall include all items as indicated in the respective sections of this specification.

## The On-Call Services shall be performed as-needed and as-requested by the owner’s representative based on Task Orders issued during the term which shall begin on the Effective Date under the Contract and continue for the Term.

## The Contractor should acknowledge to the owners request for service within 24 hours of notification of a request for Service. In cases of emergency, work must begin on the emergency Services within 2 hours of notification of a request for Service.

## The Contractor shall provide the owner with a written estimate of the promulgated work and receive written approval to proceed (each a “Task Order”) before initiating any work which Task Order shall meet the following requirements.

## Task Orders for Services: The Contractor shall provide the owner with an estimate or proposal for the promulgated On-Call Services work and receive written approval from an authorized representative before initiating any work (each a “Task Order”). The following applies to each Task Order:

1. The Contractor’s Proposal is a part of the Task Order. At a minimum, the Contractor’s proposal shall include the number of labor hours needed, start date and time of work, type of worker, estimated duration of time the Contractor is occupying the job site and the materials required for the work. The Contractor shall not charge the owner for their time to inspect the work site and to develop the written estimate. All materials shall be provided by the Contractor to the owner at cost plus the mark-up percentage as agreed to in the contract. The owner may require a not-to-exceed total cost of On-Call Services for any Task Order.
2. Unless otherwise set forth specifically in a Task Order, the Contractor shall respond and begin work within three (3) business days of the owner’s issuance of Task Order for On-Call Services except as otherwise specifically set forth in the Task Order and except in cases of emergency where work must begin within two (2) hours.
3. Task Orders shall not modify any of the terms of the Contract.
4. The anticipated process should occur as follows:
	1. Owner will request the Contractor to provide a written estimate for the desired Services that includes the labor categories and labor hour rates anticipated for the work, start date and time of the work, duration of time the Contractor will need to occupy the worksite and complete the work and an estimate of the cost of materials that will be needed to complete the work. The owner may request a not-to-exceed cost for the services.
	2. The owner’s representative will review the estimate and issue a written Task Order by e-mail or purchase order to the Contractor if the owner finds the terms acceptable and wishes to engage the Contractor to complete the services. At the time the Task Order is issued, an estimate shall become binding if subject to a not-to-exceed limit unless a change order is approved by the owner in writing.
	3. The Contractor shall arrive on the job site and begin work on the date and time provided in the Task Order.
5. The Contractor(s) shall obtain prior written approval for any work that exceeds the work authorization in the Task Order. The owner shall not be required to pay Contractor for any work, services or materials not authorized by a valid Task Order or which exceeds the scope of a Task Order.
6. By executing a Task Order, the Contractor represents and warrants that the Contractor has visited the project site and is familiar with the site, conditions, and work to be performed. In ordering materials, and performing work on any Task Order, the Contractor represents and warrants that it has independently verified all dimensions, elevations, grades, pitch, measurements and other conditions which may affect the work on the Task order or the costs of materials and the Contractor is responsible for the correctness of the same. If the Task Order includes any charges for materials, then any left-over or remaining materials shall be offered to the owner at project completion and the owner may either take such excess materials or request the Contractor issue the owner a credit for said materials.
7. Contractor(s) shall review safety plans with the owner prior to beginning any work. The Contractor(s) shall coordinate all work with the owner to minimize site disturbance and service impacts.

## The Contractor shall begin work within three (3) business days of the owner’s issuance of the Task Order, except in cases of emergency where work must begin within two (2) hours of issuance of a Task Order (except as otherwise scheduled with owner’s approval). “Work must begin” as used in this section means response on-site by the Contractor and the Contractor actively diligently pursuing the Services related to the emergency issue. The owner shall determine in its reasonable discretion whether an emergency exists.

## The Contractor shall be solely responsible for obtaining any necessary permits to perform any particular task related to any Services at the Contractor’s sole cost and expense. vi. Contractor(s) shall ensure that any required dig alerts are complete and have the area marked in advance of performing any digging. Where digging is required, the Contractor shall contact underground utilities locating within 24 hours of issuance of the Task Order.

## The Contractor shall be in compliance with and shall be responsible for providing quality electrical Services in accordance with Applicable Law, industry standards, Codes, plans, directions and instruction as provided by the owner’s representative for each task. All Services, equipment, materials, and installation work provided shall conform to Applicable Law and the NYS Uniform Building Codes, National Electrical Code, OSHA and the specifications of this solicitation and the applicable Task Order. Time charged to a task shall ONLY be for the actual time spent on the job. Travel time, break time, mileage and overhead costs shall not be billable for any task.

# RFP Administrative Information

## Contact Information

Please use the following name and email for all correspondence with SGC concerning this RFP.

Name Shelle Heaton

Telephone (716) 345-1594

Email sheaton@senecacasinos.com

## Schedule of Events

RFP issue date: 09/09/2025

Meeting and site tour: TBD

Intent to bid: 09/16/2025

**Bid submission deadline: 09/25/2025**

## Intent to Bid

Potential Bidders must submit an email confirming their intent to bid to the Facilitator by the date and time indicated in the above schedule of events.

Submission of the intent to bid notice constitutes the Potential Bidder’s acceptance of the RFP schedule, procedures evaluation criteria and other administrative instructions of this RFP.

## Bidder Questions

Bidders must submit any questions to the Facilitator’s email address directly. *No telephone questions will be accepted or considered*.

Questions must reference the specific RFP paragraph number and page and quote the passage being questioned. SGC will respond to questions promptly and will send answers to Bidders as a group.

## Submission of Proposals

Proposals must be submitted in electronic form, preferably in Microsoft Word and/or Microsoft Excel formats. **Note: SGC’s email system rejects incoming messages with attachments exceeding 20 MB**. Bidders are encourage to confirm that the Coordinating Buyer received their bid, prior to the bid submission deadline (date and time) indicated in the above schedule of events.

The Coordinating Buyer must receive proposals on or before the bid submission deadline. **Proposals received after the bid submission deadline will not be considered.**

## Proposal Format

 Send RFP response with all requested information answered in the format provided, along with any supporting attachments, electronically via email as stated in (above) Section E. Submission of Proposals.

Bidders must complete the attached excel workbook **- Exhibit A**

In addition, the following documents must be sent with your RFP response:

**Part-1 Bidder Representations and Certifications**

A corporate officer or person who is authorized to represent Bidder must complete, sign and date the Bidder Certifications and Representations, Section VII of the RFP.

**Part-2 Appendix**

Appendix-A: Evidence of Insurance

Evidence of current insurance is to be provided to the satisfaction of SGC’s Risk Management Department. Insurance requirements vary depending upon the nature of the services and the degree of risk. Standard requirements include minimum $5 million general liability coverage (per occurrence and in the aggregate) [$10 million for construction-related contracts], $1 million automobile liability coverage, combined single limit, for all vehicles brought on-site, worker’s compensation and employer liability insurance in accordance with state law. Additional types of insurance, including, without limitation, professional liability insurance and network privacy/data security/cyber liability insurance, may be required in specific circumstances. SGC and related persons and entities will be additional insured under the general liability and automobile liability policies of insurance.

SGC’s Risk Management Department has discretion to increase, decrease, or dispense with insurance in appropriate cases. They may, in addition to or instead of insurance, require signature of a Waiver, Indemnification and Hold Harmless form by any individuals who will be present on SGC property.

**Additional Insured language:**

Seneca Gaming Corporation and their parent, Subsidiaries, Directors, Officers, Agents, representatives and Employees are named as Additional Insures on the General Liability and Automobile Liability policies. A waiver of subrogation applies on all policies, including Employer’s Liability, in favor of Seneca Gaming Corporation.

Seneca Gaming Corporation to be named as Certificate Holder:

Seneca Gaming Corporation

310 Fourth Street

Niagara Falls, NY 14303

Certificates evidencing such coverage shall be provided prior to commencement of work and renewal certificates shall be provided upon availability.

SGC’s Risk Management Department has discretion to increase, decrease, or dispense with insurance in appropriate cases. They may, in addition to or instead of insurance, require signature of a Waiver, Indemnification and Hold Harmless form by any individuals who will be present on SGC property.

For additional details, see section 22 of SGC’s Standard Terms & Conditions at <https://senecacasinos.com/media/zqdd2j1f/sgc-standard-terms-and-conditions-v-10-30-20.pdf>

Appendix-B: Standard Agreements

Bidders are invited to include their standard form of agreement (preferably in Word format) to form the basis of the contract should it be awarded to them. However, SGC reserves the right to utilize its own standard form of agreement.

 **Part-3 Company Overview**

Section 1: Company Overview

Provide a brief description of the overall organization of your company including the location of corporate headquarters, primary industries and markets served, how long the company has been in business and what experience your company has serving multi property and Native American-owned casinos and casino resorts, if any.

**Section 2: References**

Include a minimum of three contracts for goods or services similar to those in the RFP’s Requirement Specifications that were awarded within the last three (3) years, along with contact information for each client reference. Wherever possible, include casino and casino-resort clients in these references.

**Part-4 RFP Proposal**

**Section 1: Executive Summary**

The purpose of this section is to summarize your proposal for SGC evaluators and decision makers. The summary should include, at minimum, key proposal elements, your vectors of competitive differentiation and an overview of your pricing model.

**Section 2: Response to Requirements**

Include complete responses to all requirements outlined in the Requirements Specification section of this RFP. Reponses are to follow the outline of the Requirements Specification herein (including companion documents, if any) and refer to each requirement being addressed. Requirements that cannot be supported in whole or in part should be identified as such.

**Section 3: Bidder Supplemental Information**

The purpose of this section is to afford Bidder an opportunity to present necessary information that was not requested. Use this section to indicate, for example, alternative methodology or additional functionality that may be outside the scope of the RFP but could enhance the value of services delivered or potential issues that are relevant to the RFP and your proposal.

**Section 4: Product and Service Delivery**

This section summarizes for your standard fulfillment processes, including delivery scheduling, response to emergency orders, disaster recovery and equipment installation, maintenance, repair and replacement plans.

**Part-5 Pricing Proposal and Quotes**

## Conditions

 Under no circumstances will responses be made available to other organizations, either wholly or in part, without Vendor’s prior written permission.

 By participating in this RFP:

* Bidder agrees that you will not directly contact any SGC employee without prior written approval from SGC. Failure to do so may revoke your invitation to participate in this RFP.
* Bidder agrees to keep confidential all information related to this RFP. Any sharing of this information without express permission will exclude Vendor from consideration. This RFP and all supporting attachments and related communications may not be duplicated or distributed in any form to any other company without prior written permission.

 Bidder agrees that all information provided in their RFP response is valid for a minimum of 90 days from the response date.

 All costs incurred by the bidder for participating in this evaluation will be the responsibility of the bidder. SGC will not reimburse any bidder costs or expenses.

 All responses to the RFP become the property of SGC.

## Proposal Evaluation/Vendor Selection

Proposals will be evaluated to determine their completeness and compliance with the mandatory requirements and qualifications specified throughout this document. Failure to comply with one or more of these requirements may result in the proposal being rejected as non-responsive. SGC reserves the right to waive deviations it deems non-material and/or to reject any and all Proposals in its sole discretion.

The successful Bidder(s) will be notified by email of the award of contract, conditional upon appropriate licensure through SGC’s regulatory authority, the Seneca Gaming Authority (“SGA”), providing proof of insurance to the satisfaction of SGC’s Risk Management Department, and signature of a contract and/or issue of a Purchase Order. It is only following all of these actions that the successful Bidder will be considered a Vendor of SGC.

Successful Bidders must complete SGC’s Vendor Registration Form and W-9 (or equivalent for non-U.S. persons/entities). If required, they must also complete and submit to the SGA the requisite vendor license application. They are also responsible for payment of SGA processing or vendor license fees plus the Seneca Nation of Indians Business License fee as detailed in paragraph VI. I. below. Fees range from $750 to $2,500 depending upon the nature of the services. These requirements must be completed and, if applicable, the requisite SGA vendor license issued, prior to signature of the contract. Vendor licenses and fees must be renewed every two years. SGA may also, in an appropriate case, require the licensure of individual employees who perform certain services that are or may be closely associated with SGC’s casino operation. As SGA retains the discretion to make this type of determination on a case-by-case basis, SGC is unable at the RFP point in the bidding process to state definitively whether such licensure will be required in any particular case.

## General Bidder Information

This RFP does not commit SGC to award a contract, to pay any costs incurred in the preparation of the RFP, nor to procure or contract for services or supplies.

It is the policy of SGC that all Proposals are to be held unopened and confidential until after the closing date and time. At the bid opening, Proposals will be opened by the contact Coordinating Buyer and are reviewed by a compliance representative.

Bid Validity. Bidder’s bid submission must remain valid for a minimum of ninety (90) days from the bid closing date.

Minority Bidders:SGC gives priority to Bidders who are Native American, minority, women-owned or small disadvantaged businesses. If your company falls into any of these categories or has contracted with such businesses for the purpose of the proposal, please note as such on your proposal.

Alternative Proposals*(if applicable)*are accepted based on the following conditions: SGC will consider alternative proposals from Bidders provided they have submitted a response based on the original requirements. The alternative Proposal will be submitted separate and apart from the basic Proposal. It is assumed that the materials included in the alternative Proposal meet all of the qualifications of the original Proposal.

Substitutes. Any recommended substitutions should be attached separately. *Products may require testing before acceptance. Bidder’s pricing must include the conversion calculations if your size, pack, weight, etc. is not the same as the specified product(s).* SGC solicits Bidders’ recommendation(s) for new products and/or services leading to lower costs.

Projected Volume. Bidders are advised that the volumes or quantities indicated on the RFP are for reference purposes only and must not be taken as guaranteed or as constituting representations by SGC. Actual volume and quantities may vary depending upon the needs of the SGC departments or business units for which the goods and/services are destined and fluctuations in the business cycle.

## SGC Standard Terms and Conditions

Any purchase order or contract flowing from this RFP (in the absence of language to the contrary in the contract) is subject to the terms and conditions hereof as well as to Seneca Gaming Corporation’s Standard Terms and Conditions which are available on the following website: <https://senecacasinos.com/media/zqdd2j1f/sgc-standard-terms-and-conditions-v-10-30-20.pdf>.

Reference to, or inclusion of, the Bidder’s preprinted terms and conditions with Bidder’s Proposal will not be considered as an exception to SGC Terms and Conditions.

# Provisions Applicable to the Contract

## Agreement Term

The initial term of the contract will be three years, with two options to renew in favor of SGC, each (1) year in duration (each a renewal term).

Upon expiration of the initial term and exercised renewal terms, the contract will automatically renew on a month-to-month basis, as needed to facilitate a new RFP and enter (or transition) into a subsequent new agreement.

## Requirements Specification

### CONTRACTOR CAPABILITY REQUIREMENTS

1. The Contractor shall have fully trained and certified personnel capable of providing engineering, supervision, system evaluation and the appropriate troubleshooting services to the Owner.
2. The Contractor shall perform all work in compliance with International Electrical Testing Association (NETA) standards (ATS and MTS, most current revision), the National Electrical Code, and the National Fire Protection Association standards (70B Recommended Electrical Equipment Maintenance and 70E, Standard for Electrical Safety in the Workplace).
3. The Contractor shall provide professionally trained technical service personnel to perform and complete all services specified for this Electrical Services and Maintenance Program. Service personnel shall be skilled electrical journeymen wiremen and shall have individual experience with electrical systems analysis, testing procedures and preventive maintenance services.
4. Technical Service personnel shall be trained in the applicable OSHA standards for working on or near energized and de-energized electrical equipment. Additionally, each Technician shall receive 20 hours annually of industry, task-related training that meets the requirements of OSHA and NFPA-70E – Standard for Electrical Safety in the Workplace. All training must be verifiable, and training completion documents shall be provided with the bid.
5. Contractor shall maintain OSHA injury and illness rates below the most recent information supplied by the U.S. Bureau of Labor Statistics. The NAICS for this work is Testing Laboratories – 54138.
6. Service personnel shall always be uniformed when working throughout the site. Both the Contractor and service person’s name shall be readily identifiable to/by the Owner and his/her staff.
7. A designated Project Manager shall be assigned account responsibility to monitor service performance, to track service history, and to consult with the Owner to meet his/her objectives. The Project Manager shall be available by telephone to assist the Owner in identifying or resolving operational needs and problems.
8. The Contractor shall maintain 24-hour emergency service capability and assure the Owner of its continued availability throughout the life of the contract. The Owner shall be provided with the means to arrange for priority emergency response for electrical service should the need ever arise.
9. The Contractor shall possess, maintain and utilize a computerized maintenance management system to allow for (1) scheduling of each service visit and each work task to be performed on each visit for each component, (2) tracking of equipment information, (3) trending of electrical measurements taken, (4) cataloging of images (standard and infrared), (5) analyzing recorded equipment problems, and (6) visually show the relationship of each component and its power source. The Contractor shall provide computerized maintenance scheduling through its relational database application to assure that the electrical equipment is properly inventoried, and that all scheduled service tasks are performed. The Contractor shall furnish with his/her bid a typical computer-generated maintenance schedule for review by the Owner and be prepared to demonstrate the use of the computerized maintenance management system in producing maintenance schedules prior to contract award.
10. The contractor shall have manufacturer trained and certified personnel in the installation, start up, and servicing of variable frequency drives as manufactured by Eaton, Siemens, ABB, Fuji, and Allen Bradley.
11. The contractor shall have manufacturer trained and certified personnel capable of installing, servicing, and maintaining automatic transfer switches as manufactured by GE, Caterpillar, and Asco.

### TEST EQUIPMENT

1. The Contractor shall provide for his/her use all required materials, tools, equipment, etc. necessary to appropriately carry out all testing, infrared and preventive maintenance tasks and procedures outlined under this Electrical Services and Maintenance Program.
2. The Contractor shall have an ongoing calibration program with proper calibration certificates for each piece of test equipment used to perform electrical testing. The calibrations shall meet NIST standards and indicate this on the calibration certificate. The calibration program shall follow the basic principles outlined in the NETA MTS, Section 3. This documentation shall be made available to the customer prior to the commencement of services or any time after while on site conducting testing.

### OWNER’S RESPONSIBILITIES

1. Assign a Primary Contact with whom the Contractor should work to assure the proper coordination of their work.
2. Provide the Contractor with a copy, if available, of any electrical one-line drawings or prints.
3. Assign, if required, an escort to provide appropriate access to electrical components and/or areas.
4. Provide the Contractor with the Owner’s protocols and regulations regarding working within the Owner’s facility, such as: parking, sign-in/sign-out and security procedures, emergency contacts, and other appropriate information during the Contractor’s first service visit.
5. Assure that the applicable electrical components are under load when energized service and/or predictive and proactive services take place.
6. When de-energized work is scheduled within the Owner’s facility, assure that the necessary tenants and/or personnel are provided with advance notification of the electrical outage.

### PREDICTIVE AND PROACTIVE SERVICE

1. The Contractor shall provide the safety equipment, service instruments, and labor to perform the predictive and proactive services tasks that can be safely performed, as appropriate, in either an energized or de-energized state.

### ELECTRICAL SYSTEMS ANALYSIS

1. Any immediate safety or hazard concern that is identified during any visit shall be shared with the Owner’s authorized representative while on-site.
2. At the completion of each service visit, the Contractor shall compile the results of all inspections, measurements, surveys and predictive and proactive service activities. The Contractor shall then analyze these results to ascertain the condition of the electrical devices and/or components. The initial analysis shall be documented in the form of an Electrical Systems Analysis Report, made available in hard copy and a web-based application. Both methods of reporting shall be presented to the Owner’s authorized representative(s).
3. The Electrical Systems Analysis Report shall be reviewed with the Owner and, if appropriate, include any recommended repairs, solutions and/or opportunities for improved electrical system efficiency, reduced electrical utility costs and/or improving safety conditions and/or minimizing the risk of downtime.
4. The Contractor shall furnish with his/her proposal a sample of each of the following reports for review by the Owner.
5. A report shall include each component identified in the Inventory of Equipment Schedule. As a minimum, the report shall include the following information: component, purpose, size, type, quantity, manufacturer, electrical ratings, location, inspection/tests performed, inspection/test results, deficiencies found, probable cause(s), photographs, and infrared images.
	* + An Infrared Survey Exception Report shall be provided for all identified concerns or potential failures. As a minimum, the Infrared Survey Exception Report shall consist of a color graphic report of abnormal temperature readings identified by the infrared survey, and detail ambient, caution, and warning conditions.
		+ An Electrical Systems Analysis Report shall be provided for all identified concerns or problems. As a minimum, the Electrical Systems Analysis Report shall include for each identified concern or problem a detailed description of the situation, a photograph of the deficiency, an explanation as to the cause, the result, the consequences if not corrected, the recommended course of action to be taken, and a list of the required action steps that would properly rectify the situation.

### PRIORITY EMERGENCY RESPONSE

* 1. The intent of this Electrical Services and Maintenance Program is to avoid emergency electrical outages. If the need ever arises for emergency electrical service, the Owner will be provided with Priority Emergency Response, with a maximum response time of 2 hours, including special protocols on how to arrange for dispatching on a 24-hour/7-days-per-week basis.

### ADDITIONAL SERVICES

1. At the Owner’s request, the Contractor shall perform additional repair, replacement, inspection, testing, infrared surveying, and preventive maintenance services.

## Pricing and Payment Terms

Please provide your most competitive pricing and any additional offers.

## Tax Exempt Status

Seneca Gaming Corporation is a governmental instrumentality of the Seneca Nation of Indians all of whose operations (except for its golf course) are on sovereign Seneca Territory. SGC will provide a New York State tax exemption certificate issued in the name of the Seneca Nation of Indians, as applicable.

## Payment Terms

SGC standard payment terms are Net 30 days after delivery of goods and/or services and receipt of a correct invoice. Bidder is encouraged to indicate any additional early payment/ discount terms in its Proposal. It is the policy of SGC not to provide deposits unless significant discounts or special circumstances apply.

# Supplemental Bidder Information

## Conformity of Proposal with SGC Requirements

Bidders represent and warrant that the goods and/or services provided in their Proposal will meet SGC’s requirements **as expressed in the Scope of Work contained in this RFP** and will be fit for the purpose expressed herein.

# Vendor Requirements

## Proposal

Successful Bidders should expect that their response to the RFP and any accompanying supporting materials will be incorporated into any contract signed with SGC.

## Standard Service Agreement

Successful Bidder will be expected to sign SGC’s standard services agreement, subject to such changes as are necessary to reflect the terms of this RFP and Successful Bidder’s bid or proposal, and such further changes as the parties, acting reasonably, may agree.

## Seneca Nation Business Registration Fee (SNIBRF)

 Vendor must pay the SNIBRF of $750 directly to the Seneca Gaming Authority once total payment to the vendor exceeds $10,000. Failure to pay the fee when required may result in termination of further business with Seneca Gaming Corporation.

# Bidder Certifications and Representations

Bidder is a reputable company fully qualified and regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP.

Bidder is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

Bidder understands the requirements and specifications set forth in this RFP and affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

1. Bidder has reviewed and understood SGC’s Standard Terms & Conditions found at <https://senecacasinos.com/media/zqdd2j1f/sgc-standard-terms-and-conditions-v-10-30-20.pdf>

Bidder represents and warrants that all goods and services quoted in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Bidder acknowledges that SGC will rely on such statements, information and representations in selecting the Awarded Vendor. If selected by SGC as the Awarded Vendor, Bidder will notify SGC immediately of any material change in any matters with regard to which Bidder has made a statement or representation or provided information.

**I, the undersigned, hereby certify that I am authorized to sign as a representative for the Bidder listed below:**

Legal Name of Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DBA (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative’s Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative’s Printed Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NAICS code # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_