***Seneca Gaming Corporation***



Fresh Bread Supply

RFP # SGC-0107-25SDH

September 25, 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 (SNRC) in Niagara Falls, New York, Seneca Allegany Resort & Casino (SARC) in Salamanca, New York, and Seneca Buffalo Creek Casino (SBCC) 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 wholesale bakery to provide fresh bread and rolls to Seneca Casino and Resort Properties for a period of three to five years.

# Scope of Services

**Market Basket:** The products listed on the attached companion document Exhibit A are a representative sampling of the products purchased by SGC. This list is provided for informational purposes only and should not be construed as a commitment of future purchases. These prices will be weighed according to usage and used as the price component of the evaluation process.

* When completing the companion document, respond to each category and bid on the brand names when specified only. If you are unable to match the exact item description, please bid and identify a like product that you carry.
* Vendors must supply a list of product items from the market basket that cannot be supplied.
* Pricing must be submitted using the companion document spreadsheet.

**Product Samples:** SGC reserves the right to test samples of products to determine quality and acceptability. Product samples requested within reason must be provided free of charge.

**Product Testing:** SGC reserves the right to perform product testing and change product brands on any product during the contract period.

**Deliveries:** While it is preferred that vendors service all SGC properties, we will consider offers for one or two select locations. Please submit delivery frequency and lead times for all locations to be serviced.

* Please list your available delivery days and times for each property to be serviced (currently SBCC is not utilizing the program, but may be required to in the future).
* All bread/bakery crates that are used during the term of the contracts awarded are on temporary loan to SGC and shall remain the property of the Vendor. The Vendor shall pick up all bread/bakery crates at their next delivery.
* All bread items delivered must contain the proper date code stamped on the package as verification of the original date the bread item was actually baked. All pre-packaged food-service products offered as meeting the specification requirements must be dated for freshness.
* Any products that are outdated or dated so that they cannot be consumed within a reasonable time frame will be rejected by SGC. The Vendor may be held liable for any price differences incurred as the result of an emergency purchase that SGC must make to maintain an uninterrupted supply of vital food products.
* Vendor is responsible for stocking and rotating product to known pars
* Vendor is to obtain an appropriate receipt signature from the chef on duty, leaving them a copy from which to process order in internal ERP system
* Vendor is to email a copy of the receipt to the SGC Accounts Payable Department at ap@senecacasinos.com
* Chef on duty is responsible for communicating to Vendor in writing any changes to weekly par levels or adjustments for upcoming events, holidays, etc.
* Chef on duty is responsible for communicating in writing any additional product requests outside of the established pars.
* Vendor is to notify the chef on duty and assigned Purchasing representative of any product shortages.

**Delivery Outages**: Delivery outages must be minimal, with all substitutes having to be approved prior to delivery.

* All substitutes must be of equal or better quality than the product originally ordered. Should there be a price difference between the ordered product and the substituted product, SGC will be charged either the price of the normally ordered product or the price of the substitute, whichever is lower.

# RFP Administrative Information

## Contact Information

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

Name Shelle Heaton

Telephone (716) 345-1594

Email sheaton@senecacasinos.com

## Schedule of Events

RFP issue date: 09/25/2025

Intent to Bid: 10/03/2025

Bidder Questions Due: 10/03/2025

**Bid Submission Deadline: 10/10/2025**

## 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**

Section 1: Pricing Model and Terms

This section summarizes Bidder’s pricing model and applicable terms. Where applicable, pricing should cover the entire term of the contract indicated in the RFP, including any options to renew, where applicable.

Section 2: Market Basket Quotes

This section requires Bidders to provide hard quotes for each of the specified product and/or service to be provided. Quotes must be submitted using the respective RFP companion- **Exhibit A**

## 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

**Emergency Plan:** The winning vendor must provide SGC, in writing, an emergency plan for shipping errors, shortages, weather related emergencies and emergency deliveries. This plan should allow for same day deliveries if emergency orders are called in before noon.

**Vendor Communication-** the winning vendor is expected to:

* Conduct an annual business meeting/review including reporting and analytics
* Create revenue generating/savings ideas to help SGC cut costs while not reducing quality.

**Implementation:** If shifting suppliers, the new Vendor would be expected to assist SGC in managing the change to ensure a smooth and efficient transition.

**Recall/Credit Policy:** Bidders are to provide a copy of their current policy and the winning vendor is required to immediately contact and advise the assigned Purchasing representative of any [and forward all] national, state, or local Health Department, Food Safety and Inspection Service/USDA/FDA food borne pathogen/agent advisories, Class I and/or Class II recalls or Center for Disease Control (CDC) alerts [as they become aware of them] relating to products they (have) provide (d) for the term of the contract.

## Price/Fee Structure

Please provide your most competitive pricing and any additional offers.

Though SGC’s preference is that rebates and discounts be built into pricing, bidders should state all rebate and incentive plans available in their proposal.

Cost Plus: Bidder price quotes based on documented Bidder costs plus a fixed mark-up percentage figure for their entire product line. Pricing should reflect the total landed cost to SGC.

**Bid Price = Bidder Cost + Fixed Mark-up %**

## Order Management

### Electronic Order Interface (if applicable)

Bidder agrees that Electronic Data Interchange (EDI) will be the primary protocol for exchanging order and pricing information, at minimum. At minimum, Bidder will support the EDI X12 standard file exchange for price Guide (832), PO (850), PO Acknowledgement ((855) and Functional Acknowledgement (997).

### Product Identifier Cross-Reference Maintenance

Bidder will be responsible for mapping and maintaining item cross-references between its product catalog and SGC’s item master, at no cost to SGC*.*

## Open Book Pricing

SGC reserves the right to conduct an independent accounting of contracted Products delivered and amounts payable/paid, with a view to ensure compliance with the pricing and other provisions of a formal agreement with the Awarded Vendor, either through Buyers Edge, LLC or other outside audit firm SGC may designate from time to time.

## 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

## Business Continuity

For RFP’s involving strategic commodities/services, provide an overview of your disaster recovery/business continuity plan (the “Plan”). The Plan indicates how Bidder minimizes the risk of interruption to Bidder’s ability to provide the goods and/or services contemplated in this RFP in the event of specified occurrence; Bidder’s critical supplier strategy to ensure continuity of suppliers in such event; and Bidders process or criteria for prioritizing customer demands during a crisis.

## 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 Supply Agreement

Successful Bidder will be expected to sign SGC’s standard supply 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.

# Bid Submittal Checklist

* Company Overview
* References
* Executive Summary
* Delivery frequency/Lead times for all three locations
* Emergency Plan
* Recall/Credit Policy
* Completed Exhibit A
* Evidence of current insurance

Sign and date bid (Section IX Bidder Certifications and Representations)

# 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 # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_