***Seneca Gaming Corporation***



NOVEMBER 9, 2021

BENEFITS CONSULTING SERVICES

RFP SGC-0002-22CS

The Seneca Gaming Corporation Procurement Department is requesting bids for the above-mentioned goods and/or services

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 an employee benefits advisor to assist SGC in the development of a comprehensive and cost effective Employee Benefit program for our 2,500+ employees. The chosen vendor will have the ongoing responsibility of assisting and analyzing with the SGC Human Resources Department in making best choices in offering benefits and at best costs. The contract term will be for three years with two one year options to renew.

# RFP Administrative Information

## Contact Information

Please use the following name and email address for all correspondence with SGC concerning this RFP. Suppliers who solicit information about this RFP either directly or indirectly from other sources will be disqualified.

**Coordinating Buye**r:

Name Charles Saxe

Email csaxe@senecacasinos.com

## Schedule of Events

RFP issue date: November 9, 2021

Bidder questions due: November 15, 2021

**Bid Submission Deadline: Monday, November 29, 2021 by 5:00 PM Eastern Time**

## Intent to Bid

Potential Bidders must submit an email confirming their intent to bid to the Coordinating Buyer 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 Coordinating Buyer’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

**Bidder proposals must conform to the following proposal format**:

**Part-1 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-2 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-3 Pricing Proposal and Quotes**

Section 1: Pricing Model and Terms

This section summarizes Bidder’s pricing model and applicable terms. Additional offers, discounts, rebates, etc. should be noted separately. Where applicable, pricing should cover the entire term of the contract indicated in the RFP, including any options to renew, where applicable.

**Part-4 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-5 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.

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.

## 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. 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 (3) years, with two one year 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 renewal on a month-to-month basis for a maximum period of six (6) months, in order to allow for coordination with a new RFP process.

## Requirements Specification

**Please respond to the questions as shown in sections listed Part A, Part B, Part C and Part D.**

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| --- |
| **Part A: High Level Business Requirements** |

Vendor response to requirements:

Please indicate which high level business requirements can be fulfilled by your company by entering an "X" in the appropriate column.

* Please answer "YES" if you will be able to meet this requirement.
* Please answer "NO" if you will not be able to meet this requirement.
* Please answer "CUSTOM" if you can meet the requirement with custom development.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item #** | **Requirement** | **Yes** | **No** | **Custom** | **Notes** |
| BR1 | Benefits to be covered: Group life, Group AD&D, Supplemental life, Supplemental life & AD&D, Group dependent life, Short term disability, Long term disability, Self-Funded Medical/HMO, Self-Funded Prescription, Dental, Vision, Flexible spending plans (dependent care, medical spending,); Voluntary Benefits, EAP (employee assistance programs), and other benefit programs offered by employers. |  |  |  |  |
| BR2 | Review performance of current benefit coverage and determine future goals and objectives through strategic analysis |  |  |  |  |
| BR3 | Ability to provide geographically "local" representation. Add location in "Notes" |  |  |  |  |
| BR4 | Ability to facilitate a minimum of 4 quarterly review and strategy sessions with key executive and management |  |  |  |  |
| BR5 | Inform SGC, on a quarterly basis, about significant changes or trends in the employee benefits marketplace |  |  |  |  |
| BR6 | Ability to benchmark self-funded medical, self-funded prescription, dental and vision plan costs to industry, size and regional standards on a semi-annual basis |  |  |  |  |
| BR7 | Report on cost increase drivers by analyzing utilization reports and presenting improvement options to key management on a quarterly basis |  |  |  |  |
| BR8 | Ability to reply to ad hoc queries and generate related reports. |  |  |  |  |
| BR9 | Develop and analyze claim reports for self-funded medical, self-funded prescription drug, dental and vision paid claims, premiums and enrollment summaries on a monthly basis. Prepare Self-funded Program IBNR calculations on a quarterly basis. Reports and solution opportunities to be discussed with key management on a quarterly basis. |  |  |  |  |
| BR10 | Provide cost projections and funding analysis to key management on a quarterly basis |  |  |  |  |
| BR11 | Prepare an analysis which compares current costs, plan designs, administration costs, network discounts and network availability on a quarterly basis |  |  |  |  |
| BR12 | Conduct negotiations with carriers/providers on an annual basis on behalf of SGC in anticipation of contract renewal. Results reported to key management 120 days prior to renewal date |  |  |  |  |
| BR13 | Perform contract review with carriers/providers to assure conformity to plan provisions and costs on a semiannual basis. Results of review to be presented to SGC management within 30 days of completion. |  |  |  |  |
| BR14 | Assist SGC in the development of benefit related communication strategies |  |  |  |  |
| BR15 | Coordinate and complete Form 5500 filings for H&W plan only. |  |  |  |  |
| BR16 | Assist SGC in reviewing accuracy of invoices sent directly from providers and facilitate |  |  |  |  |
| BR17 | Deliver confirmation of coverage on a monthly basis as directed to the SGC Human Resource team, including the VP of Human Resources, Executive Director of Compensation & Total Rewards, and the Benefits Director |  |  |  |  |
| BR18 | Communicate with providers to assure timely issuance of policies and contracts |  |  |  |  |
| BR19 | Review all policies and contracts for accuracy and conformity to SGC standards and purchasing policy requirements |  |  |  |  |
| BR20 | Assist SGC in the interpretation of contracts and policies |  |  |  |  |
| BR21 | Provide summaries for all new contracts, policies or changes in coverage |  |  |  |  |
| BR22 | Provide consulting services relating to work force strategies, behavioral risk management, absence management and injury management |  |  |  |  |
| BR23 | Assist the SGC Benefits team with escalating and resolving issues related to daily benefit administration, including enrollmen files, invoice and billing discrepancy, and vendor performance issues. |  |  |  |  |
| BR24 | Self-Funded Medical and Prescription Drug claim audits |  |  |  |  |
| BR25 | Insurance related mergers and acquisition notification and due diligence |  |  |  |  |
| BR26 | Employee compensation services/benefit/total rewards statements |  |  |  |  |
| BR27 | Facilitate annual open enrollment at all SGC locations, including updating benefit summaries, drafting employee communication, and assisting with on-site and virtual enrollment meetings. |  |  |  |  |
| BR30 | Describe your process for measuring the success, providing recommendations for improvement, and implementing changes for a corporate wellness program. |  |  |  |  |
| BR31 | Provide wellness program support for organization wide programs, including lunch and learn programs and other wellness events. |  |  |  |  |
| BR32 | Provide support for the facilitation of annual biometric screenings, health survey questions and data collection, and review and analysis of de-identified results. |  |  |  |  |
| BR33 | Provide your firm's process for the tracking of changes in federal and/or local laws and the resources you can offer to help SGC to remain compliant with new legislation, issued guidance, required notices, and plan documents |  |  |  |  |
| BR34 | Describe the resources that you have available to assist SGC in staying current with trends and other news in the employee benefits industry. |  |  |  |  |
| BR35 | Outline the employee communication services available to SGC as a client of your firm. Please provide a general description of your capabilities and a sample of employee communication materials that you have distributed to other clients. |  |  |  |  |
|  |  |  |  |  |  |
| **Part B: Best Practices** | |  |  |  |  |
|  |  |  |  |  |  |
| **On a separate document, please discuss, in detail, your company’s best practices for the following issues.** | | | | | |
| BP1 | Function as a liaison between SGC and benefit providers | | | | |
| BP2 | Monitor the published financial information of engaged providers and the communication of that information to key management | | | | |
| BP3 | Methodology for providing written informational literature for employees | | | | |
| BP4 | Benefits options for part time employees | | | | |
| BP5 | Discuss all available additional services | | | | |
| BP6 | Discuss all additional employee benefits that your firm is available to consult on | | | | |
| BP8 | **Discuss pricing strategy & structure, including any cost for services not covered by benefits consulting fee** | | | | |
|  |  |  |  |  |  |
| **Part C: Non-functional requirements** | |  |  |  |  |
|  |  |  |  |  |  |
| **Item #** | **Requirement** | **Yes** | **No** | **Custom** | **Notes** |
| NF1 | Ability to adhere to Sarbanes Oxley (SOX) controls (Please describe in notes) |  |  |  |  |
| NF2 | Ability to provide a certificate of liability insurance for $10 million |  |  |  |  |
| NF3 | Ability to complete all necessary vendor certification forms in accordance with the requirements of the SGA (defined on page 7) |  |  |  |  |
| NF4 | Ability to commit to a three (3) year contract |  |  |  |  |
| NF5 | Outline plan to gain SAS70 certification |  |  |  |  |
| NF6 | Explain the steps that you have taken to become HIPAA-compliant. |  |  |  |  |
|  |  |  |  |  |  |
| **Part D: Vendor Information** | |  |  |  |  |
|  |  |  |  |  |  |
| **On a separate document, please discuss, in detail, your company’s best practices for the following issues.** | | | | | |
| VI1 | Please provide a minimum of three (3) references. References should be similar sized businesses and regionally relevant. | | | | |
| VI2 | Provide the history of your firm, particularly your employee benefits division. | | | | |
| VI3 | Please provide the roles and qualifications of each person who will be assigned to the SGC account team. Also, please include the number of clients each person is expected to handle and categorize these clients by large (500 or more), medium, or small (less than 100) groups. | | | | |
| V14 | Are the members of the account team employees of your company or paid consultants? How many will be assigned to service the SGC account? Please provide name and experience details. | | | | |
| VI5 | What kind of annual training (industry, compliance, internal, other) does your staff receive? | | | | |
| VI6 | What is the turnover rate of the employees that perform the bulk of the problem-solving administration within your organization? | | | | |
| VI7 | Describe the form of professional liability or errors and omissions insurance carried by your company and the amount of coverage | | | | |
| VI8 | Does your firm have an in-house benefits attorney? If yes, please provide credentials.  If no, do you use an external benefits attorney? Which firm do you use? | | | | |
| V19 | Who do you use for actuarial services? Please provide credentials. | | | | |

## Pricing (Note: vendor will be paid on a monthly basis)

As requested in Section “Part B. Best Practices, BP8.” Please provide your most competitive pricing and any additional offers.

Will you guarantee annual pricing for the contract term? Yes\_\_\_\_ No \_\_\_\_\_\_

If no, provide cost per year.

## 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. Must provide any use of sub-contractors.

# 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 Consulting Agreement

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

## Data Security

If required,upon request, Successful Bidder/Vendor will supply a current Statement on Standards for Attestation Engagements [SSAE] SOC 2 report issued by an independent auditor. Software supplied must not contain any code that weakens the security of SGC’s IT systems and applications, including computer viruses and all other forms of malicious code. Successful Bidder/Vendor must share with SGC in writing all security-relevant information regarding the vulnerabilities, risks and threats to its software immediately upon identification. SGC reserves the right at any time during the term of the contract, to conduct an audit of Vendor’s data security measures, either by means of its own personnel or through a service provider retained by SGC. Should the audit reveal that Vendor’s data security processes and procedures are inadequate or that Vendor is in breach of this provision, the cost of the audit shall be borne by Vendor, and SGC may, in its discretion, forthwith terminate the contract or any business relationship between SGC and Vendor.

## Directives and Minimum Internal Control Standards

Vendor must comply with SGC’s reasonable directives as regards IT security and other matters. In addition, as contemplated in § 542.16 of NIGC Information Technology MICS, Vendor must comply with SGC’s internal control standards, including change control procedures and SGC hereby reserves the right to monitor and audit compliance with said internal control procedures, either directly or through an appointed representative such as an external auditor.

# 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

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