***Seneca Gaming Corporation***



ON-SITE DOCUMENT SHREDDING & DISPOSAL

RFP SGC-0070-21CS

November 5, 2021

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 a three (3) year contract with two (2) one year options to renew with a qualified contractor to provide on-site secure bulk document shredding services at SGC’s warehouse facilities located at Niagara Falls, NY and Salamanca, NY.

# 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](mailto:csaxe@senecacasinos.com)

## Schedule of Events

RFP issue date: 11/5/21

Bidder questions due: 11/11/21

Answers returned : 11/12/21

**Bid Submission Deadline: Tuesday, November 30, 2021 by 5pm EST.**

## 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: 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 2: 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.

**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 (2) 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

The enclosed details related to the goods and/or services in this RFP are based upon the operating department’s requirements.

The required on-site need at each location for On-Site Document Shredding & Disposal services are:

**Seneca Niagara Casino Warehouse (Niagara Falls, NY zip 14304)**

Average number of totes **per week:** 16 totes per week (64-gallon totes)

Frequency of scheduled service calls: **Weekly**

**Seneca Allegany Resort & Casino Warehouse (Salamanca, NY zip 14779)**

Average number of totes **per month:** 15-20 (64-gallon totes)

Frequency of scheduled service calls: **Monthly**

**Storage Containers**

Contractor will supply, if requested, a sufficient number of 64 gallon storage containers to meet the requirements of each SGC warehouse. Storage containers will remain Contractor’s property, and Contractor will collect same at expiration of this Agreement. SGC will use said security containers solely to hold documents to be shredded by Contractor.

**Work Schedule**

Document shredding is to be performed weekly at the Seneca Niagara Warehouse located at 6000 Packard Rd. Suite 100, Niagara Falls, New York 14304, and, monthly at the Seneca Allegany Warehouse located at 777 Seneca Allegany Blvd., Salamanca, NY 14779. Frequency of services will be adjusted as needed by mutual agreement by the parties, both acting responsibly. Immediately following completion of document shredding at each location, Contractor will remove the shredded documents and transport them to Contractor’s recycling facility.

**Pricing**

1. Pricing is to be bid on a per tote basis.

2. All incidental charges that may apply are to be included in this bid on separate lines.

3. The charges or cost of having the contractor filling totes is to be included in the bid on a separate line.

4. If required, an on-call service rate is to be submitted on a separate line.

5. Early payment discounts are to be submitted on a separate line.

* **Your price per tote is** $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Price guarantee:**

Is your tote price firm for the entire contract term? Yes \_\_\_\_\_No \_\_\_\_\_

If no, please provide your tote price per year for the contract term.

* **Are you a member of the National Association for Information Destruction and NAID AAA certified?** Yes\_\_\_\_\_ No \_\_\_\_\_

**Contractor Information:**

Years in Service: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of employees: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of trucks available: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contractor shall make available to SGC the following contact person(s) on a 24/7 basis by telephone:**

Person’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Person’s Direct Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Person’s E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Service Level and Standard of Conduct**

At all times during the term of an awarded contract:

• Contractor shall conform to high professional standards of work and business ethics, as well as to any representation made by Contractor in its proposal or response to the RFP.

• Contractor will ensure that all employees performing services adhere to the policies and procedures set out in Contractor’s Information Destruction Operational Policy and Procedures Manual. This manual is to be presented to the customer for review and approval. In no event shall Contractor take any action or accept any assistance or engage in any activity that would result in any other person, entity or organization acquiring any rights of any nature in the results of work performed hereunder.

• Contractor shall further comply with all applicable policies and procedures of SGC while on-site, including the requirement that an approved SGC employee be present during the on-site work.

• Document shredding will be performed strictly on-site, at an SGC property. A representative of SGC’s Income Audit department and/or a representative of the Seneca Gaming Authority may request to be present at times.

• Contractor shall not use time, materials, equipment of SGC without the prior written consent of SGC.

• The warehouse can accommodate a ground level truck with a lift gate or 53” dock high trailer.

• Contractor will maintain its membership in the National Association for Information Destruction and will adhere to the Code of Ethics of said organization.

**Outside Services**

Contractor shall not use the service of any other person, entity or organization in the performance of the Services hereunder without the prior written consent of SGC. Should SGC consent to the use by Contractor of the services of any other person, entity or organization, no information regarding the Services to be performed under this Agreement shall be disclosed to that person, entity or organization until such person, entity or organization has executed an agreement to protect the confidentiality of SGC’s Confidential Information (as defined below) and SGC’s absolute and complete ownership of all right, title and interest in the work performed under this Agreement.

**Reports**

Contractor shall periodically provide SGC with such oral and/or written reports as Company may, acting reasonably request. Upon the termination of this Agreement, Contractor shall, upon the reasonable request of SGC, prepare a final report of Contractor’s activities.

## Pricing and Payment Terms

Please provide your most competitive pricing, and any additional offers, and in following the requests as shown in Section III B under Pricing.

## Price Escalation

As requested in Section III B.

## 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.

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