***Seneca Gaming Corporation***



eLearning Library

RFP #SGC-0069-20CS

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

November 20, 2020

# 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.SenecaGamingCorporation.com.

# RFP Objective

Seneca Gaming Corporation (hereinafter referred to as SGC) is seeking a qualified vendor to provide an eLearning Library to SGC.

Background: We currently use the Cornerstone e-LM system. In order to maximize use of the system, support limited internal training resources, and supplement our current internal training offerings, SGC would like to obtain a robust e-learning library. We believe a wide variety of just-in-time training that can align with our competencies will help support our growing organizational needs. The goal is to ensure that the SGC training and development infrastructure and learning systems are effective, comprehensive, and responsive to the ever-changing and expanding business environment.

# 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

Telephone 716-501-2161

Email csaxe@senecacasinos.com

## Schedule of Events

RFP issue date: 11/20/20

Bidder questions due: 12/2/20

**Bid Submission Deadline: 12/14/20 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://senecagamingcorporation.com/our-business/business-standards/>

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://senecagamingcorporation.com/our-business/business-standards/>. 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 (SOW, Goals, Objectives)

**Goals/Objectives:** The goal is to permit 3,000+ employees to access the eLearning library courseware. All courses must be fully compliant and conform to SCORM 1.2 and AICC standards and must integrate successfully with the Cornerstone e-LM System.

Specific training areas of interest include the following:

* Customer Service
* Leadership
* Soft Skills
* Food Safety
* Alcohol Awareness
* Title 31
* IT Information Security Awareness
* Sexual Harassment
* OSHA
* IT Technical Training Programs
* Financial (for non-financial and financial Managers)
* Onboarding new employees
* Diversity

**II. E-Learning Solution Features:**

 Which of the following features are provided in your courseware?

|  |  |  |  |
| --- | --- | --- | --- |
| **Feature/Benefit** | **YES** | **NO** | **If NO – when?** |
| 1. Courseware based on industry accepted instructional design
 |  |  |  |
| 1. Product delivery capabilities for 24 hours, 7 days a week (24x7) use primarily over the Internet with other delivery options available
 |  |  |  |
| 1. Courseware materials mapped and/or certified by industry vendors or associations. CEUs and College Credit offered
 |  |  |  |
| 1. Search capabilities within your catalog, courseware, and across other products
 |  |  |  |
| 1. Interactive simulations
 |  |  |  |
| 1. Skill Assessment for courseware
 |  |  |  |
| 1. Mentoring available within the course 24x7
 |  |  |  |
| 1. Live question and answer capability from certified mentors
 |  |  |  |
| 1. Customizable learning path options
 |  |  |  |
| 1. Online reference tools within the courseware
 |  |  |  |
| 1. Ability to add text and URL links to courseware for customization at no extra charge
 |  |  |  |
| 1. Accessibility options for the visually impaired
 |  |  |  |

**III. E-Learning Library:**

**Content**

1. Describe the expanse of your library offerings? (Service Industry, Business, Technical, IT, Professional/Business Development, and any other pertinent topics).
2. Do you have compliance courseware such as Sexual Harassment, Business Ethics and other workplace issues?
3. What is the average length of a given course? What is the average duration of a course unit?
4. Do your courses address any state or Federal regulations? Do you have the ability to add text and URL links to courseware for customization at no extra charge?
5. Is your courseware Section 508 compliant?
6. Explain your use of learning paths. Can learning paths be customized by individual users?
7. Can you match your courseware to our needs by our SGC Competencies?
8. Do you offer subscription plans which give you more courses as well as future releases?
9. Is audio offered on any of your content? Is it required for any of your content?
10. Can the audio be enabled/disabled at will during the course?
11. Do you have video in any of your content? How is it used to effectively train the learner?
12. Can you search for topics or definitions within a course and/or through the Internet? Is this included in the cost of the license?
13. Is SGC able to package individual e-learning courses from your overall library to create a customized library that will support diverse groups of employees with varying needs?

**Design & Development**

1. Are all components of your e-Learning solution accessible from one list/navigation frame? If not, describe student interface. Is only one logon required?
2. Does your courseware share the same basic interface and have a consistent navigation, look, and feel? Explain, in detail, the reason for differences and how that is overcome from a student interface perspective.
3. Define your courseware instructional design methodology. What learning theories were employed?
4. How do you obtain content for courses? What content partners do you have?
5. Is your e-Learning development staff in-house? Discuss the experience of your development staff.
6. Discuss your development process.
7. How do you ensure the quality of your courses during the development process?
8. Can a company customize the look of the courses (e.g. add our logo to the interface)?
9. Can a company add company specific information to a course? Explain the process involved.
10. How often do you refresh content?

**Interactivity and Assessments**

1. Discuss the interactivity of your courses.
2. What types of questions are included? Is the student provided the correct answer if they choose incorrectly?
3. Do you offer simulations, exercises, or frequently asked questions?
4. Do you provide gamification courses?
5. What student assessment options does your courseware include? Do you offer the ability to take pre- and/or post-assessments, and/or quizzes?
6. Can you prepare assessments for non-AICC material such as PowerPoints and/or compliance documents?

**Certificates**

1. Are certificates available to the student for successful completion of the course?
2. Can an Administrator access Certificates?
3. Can these be forwarded to a manager or third party?
4. What kinds of credits can be earned by achieving mastery of your courses – i.e. College Credit, PMI, HRCI, others?

**IV. System Integration and Support:**

 **Support**

1. Does your solution integrate with the Cornerstone Talent Management system (eLMS)?
2. What implementation support is needed for the successful installation of your courseware? What is the cost and is it a one-time, up-front charge?
3. What technical support is available for students? Is this included in the cost of the license?
4. What technical support is available for administrators? Is this included in the cost of the license?
5. How soon can your system be implemented? Indicate minimum and average time needed.
6. Please provide a copy of a sample implementation schedule.
7. Please discuss the satisfaction ratings for your product/service, overall.

**Technical**

1. What are the minimum technical requirements to run your overall system? What browsers can students use to access the courseware?
2. What plug-ins, if any, does your system require? Can your system run normally without plug-ins?
3. What is the average file size of your courses?
4. Explain your solution’s AICC and SCORM compliance. Be specific as to the related delivery option for compliance.
5. Do you offer a downloadable option for your courses? Are scores and bookmarks uploaded and synched with other courseware data taken on-line? What is the added cost?
6. For a hosted site accessed via the Internet, do we have complete control of “our” portion of the site (student registration, controlling students by groups, reporting, etc.)? If desired, will you do some or all of this administration for us?
7. On average, how often is your product upgraded? How often are new releases available?
8. Are your servers co-located? Please discuss your co-location and the uptime of your service over the past year.
9. What are your options for configuration of usernames and passwords? What options do we have for dissemination of this information?

## Price/Fee Structure and Terms

Insert a summary table that represents the appropriate pricing/fee structure and duration for the project being considered.

## 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.

## Data Security

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.

Bidder has reviewed and understood SGC’s Standard Terms & Conditions found at https://senecagamingcorporation.com/our-business/business-standards/.

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 #