***Seneca Gaming Corporation***



Confidential

Hotel Guest Room Amenities

RFP #SGC-0022-24MC

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# Introduction

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

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

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

# RFP Objective

Seneca Gaming Corporation (hereinafter referred to as SGC) is seeking one or more qualifiedvendors to supply hotel guest room amenities for the Seneca Niagara Resort & Casino (SNRC) located in Niagara Falls, NY 14303 (approx. 600 rooms) and the Seneca Allegany Resort & Casino (SARC) located in Salamanca, NY 14779 (approx. 400 rooms).

# 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 Matthew Crvelin

Telephone (716) 501-2190

Email mcrvelin@senecacasinos.com

## Schedule of Events

RFP issue date: 3/11/24

Notification of intent to bid due: 3/15/24

Bidder questions due: 3/15/24

**Bid Submission Deadline: 4/10/24 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 encouraged 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.**

## 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.

## 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 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 (3) years, with two (2) options to renew in favor of SGC, each one (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 RFQ are based upon the operating department’s requirements.

SGC is requesting quotes for, but not limited to, shampoo, conditioner, shower gel, body lotion, moisturizing skin care bars, shoe mitts, vanity kits, bath salts, mending kits, loofah sponges, and shower caps. Requirements can be found in the*‘General Requirements; Soaps & Lotions’* section (page 6).

SGC is also interested in quotes for all other guest room amenities, which includes, but is not limited to, toothpaste, tooth brushes, mouthwash, irons, ironing boards, hair dryers, etc. Requirements can be found in the *‘General Requirements; Other Amenities’*section (page 7).

Bidders are not required to submit proposals for both categories.

**EXHIBIT A**

Please see the attachment ‘Exhibit A – #SGC-0022-24MC Hotel Guest Room Amenities’ for questions and requirements related to this RFP. The spreadsheet contains six (6) tabs. This document must be completed and returned with your bid. All pricing submitted must be included in the spreadsheet; no changes to the format are permitted. Failure to comply may disqualify your bid proposal.

* **Tab 1 – Instructions:** Bidder feedback is not required on this tab.
* **Tab 2 – Bidder Overview:** Seeks basic information regarding your company.
* **Tab 3 – References:** If possible, references should be casino and casino-resort clients.
* **Tab 4 – Questionnaire:** Seeks feedback to questions related to your company, its products, your proposal, etc.
* **Tab 5 – Soaps & Lotions:** Seeks insight into the total cost of ownership of your proposed solution for soap, shampoo, conditioner, gel, and lotion. All pricing submitted must be included in the spreadsheet; no changes to format are permitted. Failure to comply may disqualify your bid proposal.
  + Quantities listed represent SGC’s one (1) year usage dating from January 1, 2023 through December 31, 2023.
  + Quantities provided are for bidding purposes only and are not a commitment to future purchases.
* **Tab 6 – Other Amenities:** Seeks insight into the total cost of ownership of your proposed solution for additional amenities such as toothpaste, toothbrushes, irons, etc. All pricing submitted must be included in the spreadsheet; no changes to format are permitted. Failure to comply may disqualify your bid proposal.
  + Quantities for items listed represent SGC’s one (1) year usage dating from January 1, 2023 through December 31, 2023. Quantities provided are for bidding purposes only and are not a commitment to future purchases.
  + The items in this list represent 80% of SGC’s total 1-year spend for the category, dating from January 1, 2023 through December 31, 2023.

**PROPERTY LOCATIONS**

* Seneca Niagara Resort & Casino

310 4th St, Niagara Falls, NY 14303

* + 604 rooms (118 Suites)
  + occupancy is consistent at 95+%
* Seneca Allegany Resort & Casino

777 Seneca Allegany Blvd, Salamanca, NY 14779

* + 413 (30 Suites)
  + occupancy is consistent at 95+%

**GENERAL REQUIREMENTS**

* **Soaps & Lotions**
  + SGC is looking for retail grade formulation mid/high quality line (6-7 on 1-10 scale).
  + SGC intends to use stock product and display the brand, rather than the SGC logo, however; SGC will consider and evaluate bidder custom capabilities to determine if this is included as part of the supply agreement.
  + Proposals must include bottles of dispensable hair shampoo, hair conditioner, and bath gel. Hand soap and body lotion are NOT required in dispensable sizes.
  + Small bottles of shampoo, conditioner, and bath gel are required for SGC Suites only.
  + Must be able to provide mounting brackets for dispensable shampoo, conditioner, and body wash in the shower area and for hand soap and body lotion in the vanity area. Please include pricing for brackets with your proposal, if applicable.
  + Products cannot be made from peanut or tree nut oil base that cause allergic reactions to patrons and staff.
  + SGC is very interested in any product line that offers standard color coding, identifiers or markings built into standard packaging, which helps differentiate the shampoo, hair conditioner, body gel, body crème, etc. from each other and allows hotel maids to quickly and easily identify product on their work carts.
  + Product and packaging should be environmentally friendly.
  + Product needs to support SGC’s four-star rating by AAA.
  + If available, advise of any retail product options (size, container, etc.)
  + Vendor will be required to:
    - Provide Chemical Analysis of proposed products.
    - Submit Material Data Safety Sheets
    - Provide a Quality Batch Control Report.
* **Other Amenities**
  + SGC is seeking bids for additional guest room amenities such as toothpaste, tooth brushes, mouthwash, irons, ironing boards, hair dryers, etc. Please provide an attachment(s) of any standard various products not included in tab 6 ‘Additional Amenities’. Items should be relevant to hotel guest rooms.
  + Must be able to accommodate multiple delivery days per week per property.
  + SGC will not accept minimum delivery amounts or quantities.
  + SGC expects outages to be kept to a minimum; within 2%. Contracted supplier is expected to maintain a 98% order fill rate (excluding substitutions) throughout the duration of the contract.

**PRICING REQUIREMENTS**

* SGC’s preference is that prices are fixed during the term of the contract, including any renewal term. If you are unable to provide fixed pricing, please outline your pricing terms in the bidder questionnaire (tab 4; question 12) of Exhibit A.
* Pricing is to include product cost and shipping cost to either zip 14304 or 14779 and must be firm for the contract term.
* Quantity per case to be shown with the case pricing.
* Please refer to the attached spreadsheet for approximate 2023 order volumes.
* Please use the attached spreadsheet for submitting your pricing. If you have more than one product line that you would like to propose, a spreadsheet will need to be submitted for each product line.
* Any incentives, such as rebates, promotions, etc. are to be applied to item cost up front. Incentives will not be applied at time of invoice or later as a separate transaction.

**PRODUCT REQUESTS / SAMPLES**

SGC may request product samples to determine quality and acceptability. Do not send samples with your bid. SGC will require samples only if your product line(s) are chosen. Product samples are to be provided at no cost to SGC, within reason.

**IMPLEMENTATION**

* If the contract is awarded to a new supplier, there may be a slight start up delay until SGC is able to deplete inventory from the current supplier.
* Upon commencement of the contract, the chosen vendor will be expected to assist SGC in establishing a new product transition plan to ensure a smooth and efficient transition.

**PRODUCT MANAGEMENT**

* Awarded vendor is expected to carry a minimum of 4-months’ worth of inventory domestically for SGC at all times.
* It is the responsibility of the awarded vendor to keep ample inventory on their shelves so SGC never runs out of product when orders are placed.

**PRODUCT CHANGES**

* SGC reserves the right to change product items at any time throughout the duration of the contract.
* SGC will consider supplier recommendations to product item changes, but will require vendor explanation and justification, as well as product samples.

**DELIVERY REQUIREMENTS**

* It is expected that our orders will be filled and shipped within 2-3 work days.
* Any palletized shipments must meet the following requirements;
  + Standard 48” x 40” pallets or smaller.
  + Items cannot overhang the edges of the pallets.
  + All pallets must be shrink-wrapped.
  + All pallets cannot exceed 72” high – including the pallet.
  + Only pallets with no center support or one (1) support are acceptable.
  + All pallets must be loaded straight forward in trucks – no side loading.
  + Non-compliant shipments will be returned at the vendor’s expense.
* In the event that an order is dropped for any SGC property, the vendor will be expected to recover and deliver the product within reason.
* If SGC is required to purchase product from another source due to shortages that occur, the vendor shall be expected to reimburse SGC for any difference in the purchase price, if the alternate product costs more than the originally ordered product, and for any additional labor incurred by SGC.

**COMMUNICATION**

SGC requires annual meetings, which are to include, but are not limited to, product trends, business development, sales history & projections, open issues, delivery requirements, price changes, product development, business opportunities, invoicing & payments, training opportunities, trade shows, etc.

## 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 Bidder’s 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.

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