



Akwesasne  
Mohawk  
Casino

May 24

2012

---

Requests for Proposals for Vinyl Installations and Vinyl Installation  
Maintenance on Billboards. Proposals due Friday June 15, 2012 at 4:00  
p.m.

RFP2012-2

## Table of Contents

<b>INTRODUCTION .....</b>	<b>1</b>
<b>PREPARATION OF RFPs .....</b>	<b>1</b>
<b>SUBMISSION OF BIDS .....</b>	<b>1</b>
<b>SCOPE OF WORK.....</b>	<b>2</b>
<b>PRICING.....</b>	<b>3</b>
<b>PAYMENT.....</b>	<b>3</b>
<b>TAXES.....</b>	<b>3</b>
<b>TERMINATION .....</b>	<b>4</b>
<b>INSURANCE.....</b>	<b>4-5</b>
<b>WARRANTY.....</b>	<b>5</b>
<b>INDEMNIFICATION AND HOLD HARMLESS.....</b>	<b>5</b>
<b>INDEPENDENT CONTRACTOR.....</b>	<b>5</b>
<b>COMPLIANCE WITH LAW.....</b>	<b>5</b>
<b>APPENDIX A – SIGNATURE SHEET .....</b>	<b>6</b>
<b>APPENDIX B – CONTACT INFORMATION .....</b>	<b>7</b>

## 1. INTRODUCTION

The Akwesasne Mohawk Casino, LLC, of 873 State Route 37, Akwesasne, New York, 13655 (“AMC”) is requesting proposals from qualified vendors for vinyl installations on billboards and maintenance of vinyl installations on billboards for a period of one (1) year.

The successful vendor will be required to sign a contract upon award and, prior to issuance of a purchase order, and prior to start of work, vendor must submit a current Certificate of Insurance naming the AMC as additional insured of which shall remain in effect for the duration of the contract.

Details concerning this **RFP2012-2** are contained in this document.

## 2. PREPARATION OF RFPs

- 2.1. You may contact **Brandi Benedict, Contract Coordinator**, at [brbenedict@mohawkasino.com](mailto:brbenedict@mohawkasino.com) or (518) 358-2222 Ext.2448 with any questions regarding this **RFP2012-2**.
- 2.2. AMC assumes no responsibility or obligation to the bidders and will make no payment for any costs associated with the preparation or submission of an RFP response.
- 2.3. All bids submitted become the property of AMC.
- 2.4. This **RFP2012-2** is being made available by electronic means. If accepted by such means, the bidder acknowledges and accepts full responsibility to ensure that no changes are made to this **RFP2012-2**. In the event of conflict between a version of the **RFP2012-2** in the bidder’s possession and the version maintained by AMC, the version maintained by AMC shall govern.

## 3. SUBMISSION OF BIDS

- 3.1. All quotes submitted must be addressed and delivered no later than **Friday June 15, 2012** at **4:00 p.m.**:

**MAILED:**

Akwesasne Mohawk Casino  
Attn: Brandi Benedict, Purchasing Dept.  
873 State Route 37  
Akwesasne, NY 13655  
RE: **RFP2012-2**

**HAND DELIVERED:**

AMC Human Resources Building  
Attn: Brandi Benedict, Purchasing Dept.  
921 State Route 37  
Akwesasne, NY 13655  
RE: **RFP2012-2**

- 3.2. Any bid received after the designated time and date, will be deemed late and will not be considered by the AMC.
- 3.3. Emailed bids **will not** be accepted for this RFP.
- 3.4. Vendors must complete and return a *Signature Sheet* with a bid response (see **Appendix A**).

#### 4. SCOPE OF WORK

Vendor shall provide all labor, tools, materials, equipment, instrumentation, transportation and supervision for vinyl installations and maintenance of vinyl installations on billboards. The services shall include but not be limited to the following:

4.1. The Vendor shall provide services for the following locations:

LOC	AREA	LOCATION	SIZE	SIDES
1	Massena, NY	Billboard located at 4 Highland Road, Massena, NY 13662	10.8' x 48'	One (1) Side Only
2	Akwesasne, ON	Billboard located on International Drive, Akwesasne, ON K6H 5R7 (Jock's Kwik Stop)	12' x 24'	Two (2) Sides
3	Akwesasne, NY	Billboard located at 775 State Route 37, Akwesasne, NY 13655 (Brass Horse)	12' x 28'	Two (2) Sides
4	Akwesasne, NY	Billboard located on West side of State Route 37 and Racquette Point Road, Akwesasne, NY 13655.	12' x 24'	One (1) Side Only
5	Akwesasne, NY	AMC ONLY billboard located at 412 State Route 37 (across from Bear's Den), Akwesasne, NY 13655.	12' x 24'	One (1) of Two (2) Sides Only
6	Akwesasne, NY	AMC ONLY billboard located at 559 State Route 37, Akwesasne, NY 13655.	12' x 8'	One (1) of Two (2) Sides Only
7	Akwesasne, NY	AMC Property East billboard located at 873 State Route 37, Akwesasne, NY 13655.	12' x 32'	Two (2) Sides

- 4.2. The Vendor shall remove and return the current vinyl(s) to the AMC Marketing Department upon each new vinyl(s) installation on billboards (see **Appendix B**).
- 4.3. The Vendor shall provide installation or maintenance services within forty eight (48) hours of the request for service.
- 4.4. The Vendor shall coordinate with the Buyer for AMC Marketing Department (regarding schedule and other logistics) to facilitate each new vinyl(s) installation on billboards (see **Appendix B**).
- 4.5. The Vendor shall at his/her own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.

## 5. PRICING

5.1. The Vendor shall provide *maintenance* of vinyl installations on billboards at an hourly rate of:

\$\_\_\_\_\_.

**NOTE:** \_\_\_\_\_.

5.2. Please note if there are minimum hourly charges for your services listed above.

5.3. The Vendor shall provide *vinyl installations* on billboards at the following flat rate(s):

LOC	PRICE
1	\$
2	\$
3	\$
4	\$
5	\$
6	\$
7	\$

5.4. Please be advised that the vinyl for Locations 1, 2 and 3 (one side only) are changed on at least a monthly basis for current AMC promotions.

## 6. PAYMENT

The Vendor shall furnish the AMC with an invoice following each request for service. The invoice should only include the amount due according to the rate(s) set forth in this Agreement. The invoice must cite the Purchase Order number and date of service. Upon final acceptance of the Services by an authorized AMC representative, payment shall be made on or before the 30<sup>th</sup> day of the month following the acceptance. Invoices should be submitted to the attention of:

### ACCOUNTS PAYABLE

Akwesasne Mohawk Casino  
873 State Route 37  
Akwesasne, NY 13655  
AccountsPayable@mohawkasino.com

## 7. TAXES

All persons doing business with AMC are hereby made aware that AMC is exempt from paying State Sales and Federal Excise Taxes. Our New York State tax exemption number is #EX-152433.

## 8. TERMINATION

**FOR CAUSE** – The AMC shall have the right to cancel or default all or part of the undelivered portion of the order if the Vendor breaches any of the terms hereof, including warranties, or if the Vendor becomes insolvent or commits acts of bankruptcy. Other factors shall include service performance.

**WITHOUT CAUSE** – The AMC, in accordance with this provision, may terminate the performance under this order in whole or in part. Termination hereunder shall be effected by the delivery to the Vendor or a “Notice of Termination” specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. The AMC shall give thirty (30) days prior written notice in the event of such termination. Termination does not waive any claims or remedies the AMC may have against the Vendor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

## 9. INSURANCE

The Vendor, at its sole cost and expense, shall provide proof of insurance, upon execution of this Agreement by submitting a Certificate of Liability Insurance to AMC. As a minimum, the Vendor shall provide and maintain the following coverage and limits and identify AMC as an additional insured on such Certificate:

### 9.1. Worker’s Compensation Insurance:

The Vendor shall provide and maintain statutory Worker’s Compensation Insurance and Employers’ Liability coverage for all of its employees who will be engaged in the performance of this Agreement, including special coverage extensions where applicable, as required by the laws of New York. Employers’ Liability limits of \$1,000,000.00 each accident or occupational sickness or disease shall be required.

### 9.2. Commercial General Liability Insurance:

The Vendor shall provide and maintain Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit.

### 9.3. Automobile Liability Insurance:

The Vendor shall provide and maintain Automobile Liability Insurance with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned, non-owned and all hired vehicles.

### 9.4. Requirements:

Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Agreement. All such insurance shall comply with laws of New York State. Insurance shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in New York State. The Vendor shall comply, at all times, with the terms of such insurance policy(s) and all requirements of the insurer under such insurance policy(s), except as they may conflict with the laws of New York State or this Agreement. The prescribed limits of coverage within

each insurance policy(s) maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and contractual obligations under this Agreement.

## **10. WARRANTY**

The Vendor warrants that all services furnished by Vendor shall be free and clear of any defects in workmanship or materials. The Vendor shall pass through to AMC the manufacturer's warranty for all parts or supplies provided under this Agreement. The Vendor shall correct any deficiencies in services, within a reasonable time period, to AMC's full and complete satisfaction without any additional cost to the AMC.

## **11. INDEMNIFICATION AND HOLD HARMLESS**

The Vendor agrees to indemnify, defend and hold AMC, its officers, directors, agents, employees and other related parties harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines or judgments that include reasonable attorney's fees, costs and expenses, incidental thereto, which may be suffered by, accrued against, charges to or recoverable from any AMC indemnitee, by reason of any claim arising out of or relating to any act or error or omission, or misconduct of Vendor, its officers, directors, agents, employees or subcontractors.

## **12. INDEPENDENT CONTRACTOR**

The Vendor shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, subconsultants and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between AMC and Vendor, and no such relationship shall be implied from performance of this Agreement.

## **13. COMPLIANCE WITH LAW**

The Vendor shall comply with all applicable federal, New York State, Tribal laws, regulations and local ordinances in the performance of this Agreement.

**APPENDIX A**

**SIGNATURE SHEET**

(Please type or print clearly in ink only)

**\*\*\*\*TO BE COMPLETED BY THE BIDDER AND SUBMITTED WITH BID\*\*\*\***

My signature certifies that the bid as submitted complies with all Terms and Conditions as set forth in **RFP2012-2**. My signature also certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

I hereby certify that I am authorized to sign as Representative for the Firm:

\_\_\_\_\_

Complete Legal Name of Firm: \_\_\_\_\_

Remit to Address: \_\_\_\_\_

SIN No./Fed ID No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (type/print): \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cellular: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_

To receive consideration for award, this **Signature Sheet** must be returned to the Akwesasne Mohawk Casino Purchasing Department, as it shall be part of your response.

## APPENDIX B

### CONTACT INFORMATION

**Brandi Benedict**

*Contract Coordinator*

Purchasing Department

P: (518) 358-2222 Ext.2448

F: (518) 358-3590

E: [brbenedict@mohawkasino.com](mailto:brbenedict@mohawkasino.com)

**Raeann Rourke**

*Ad/Direct Mail Manager*

Marketing Department

P: (518) 358-2222 Ext.2110

F: (518) 358-3590

E: [rrourke@mohawkasino.com](mailto:rrourke@mohawkasino.com)

**Kathy Jock**

*Buyer for Marketing Department*

P: (518) 358-2222 Ext.2464

F: (518) 358-3590

E: [kjock@mohawkasino.com](mailto:kjock@mohawkasino.com)