



OSAGE NATION GAMING ENTERPRISE
1211 W. 36TH STREET N.
TULSA, OK 74127
918-699-7605

Request for Proposals

Project Title: Osage Nation Tulsa Property Highest & Best Use Analysis with Masterplan

Services Solicited: Individual and/or firm qualified to provide a highest and best use study with a Masterplan for the Osage property owned in Tulsa

Deadline for submissions: January 25, 2019
4:00 pm – Osage Gaming Enterprise Office located at
1211 W. 36th St. N, Tulsa, OK 74127
Attn: Kimberly Pearson
918-699-7605

The Osage Nation Gaming Enterprise (herein called the “Owner”) reserves the right to waive any formalities to reject any and all proposals. All proposals and related materials become the property of the Osage Nation.

Requests for Information must be received seven (7) days prior to the proposal submission deadline. Any and all addenda will be circulated to all proposal holders four (4) days prior to submission deadline.

A minimum of one (1) hard copy and one (1) electronic copy must be received by the deadline for submissions date and time. The electronic copy may be e-mailed to Kimberly.pearson@osagecasinos.com. No late responses will be accepted and submissions will require all signed forms to be attached signed and notarized if required.

Under Osage Nation law, the selected respondent is required to consent to the laws of the Osage Nation and the venue of the Osage Nation Trial Court for any disputes arising under the contract. The application of Osage Nation law and venue are nonnegotiable.

The selected vendor will be required to obtain an Osage Nation Gaming Commission Non-Gaming License (\$150.00) and Osage Nation Tax Commission License (\$100.00).

Purpose of Solicitation:

The Osage Nation’s primary objective is to establish and obtain a business relationship with a qualified firm to conduct an assessment and make recommendations for the best use of the of Osage Nation land held in Tulsa and to provide a Best Use and Masterplan for those recommendations.

Scope of Services:

The Osage Nation owns 518 acres of land located in Northwest Tulsa off of the Tisdale parkway and 36th Street North. 78 Acres are located in Tulsa County and the remaining 518 acres are located within the Nation’s historical reservation known as Osage County.

Existing Uses and Infrastructure

Osage Casino/Hotel (96 Acres) – This is the economic engine that drives the entire economy of the Osage Nation. With over \$160 million invested in the past two years. Other retail and hospitality must be figured in to the plan, along improved sections of 36th Street North, and where traffic from the Tisdale and Gilcrease expressways enters the planning area. The Casino expands over three separate parcels of land either in Federal trust or expected to be placed in trust in the next 6 months.

“Industrial” Properties (49 Acres) – A loose collection of medium industrial buildings represent a positive and a negative. The negative rests on a total lack of planning when built. The positive rests on a steady stream of lease income direct to the Nation, the quantity of land involved, plus the prime 36th Street location. This property is spread along the southern border of Osage holdings all the way to the Gilcrease Expressway ROW.

Airpark (100 Acres) – 85,000 sf of space – formerly a vo-tech for the aviation industry, currently used as Casinos Executive office. Next to this former school/hangar structure is a decommissioned 2700 foot runway too short for manned craft but possible uses for Unmanned Aerial Systems.

The remaining acres are mainly undeveloped and are listed as agricultural.

Proposed Additional Uses

- Retail/Commercial**
- Education**
- Aviation**
- Light Industrial**
- Housing**

The qualified firm shall conduct a highest and best use study on the property, including the occupied buildings and undeveloped land, to determine the best use of the entire area given its design, location and constraints. The potential uses must be assessed from a strategic, economic and physical standpoint. The Osage Nation Gaming Enterprise would like to see the top three potential development options based on site and market review and discussions with the Osage Nation. These options will be subjected to a competitive assessment, SWOT (Strength, Weaknesses, Opportunities, and Threats) analysis and evaluated for estimated revenue, earnings and return on investment. The study shall consider development types, with a focus on land uses and amenities and facilities for the development site that offer the best opportunity for future development. The qualified firm shall complete, at a minimum, the following:

- Site Analysis
- Market Reconnaissance & Identification of Potential Development Options
- Market Analysis for Development Options
- Evaluation of Development Options and Return Analysis
- Architectural Masterplan layout

Format of Responses:

To be considered for award, a firm and/or individual must submit a complete response to this Request for Proposals and include each of the following:

1. Introduction –
 - a. indicate the name of individual and/or firm, brief history and description of the company which should include the size, contact person and the address of the office to which this project will be assigned.
2. Table of Contents
3. Statement of Experience - include work with Native American Tribes
4. Firm Qualifications
5. Team Qualifications
6. References
7. Project Understanding/Approach
8. Special Requirements – Osage preference with Proof of Osage Membership and Majority Company Ownership for previous 2 years, if applicable
9. Compensation including all expenses anticipated

Selection and Evaluation Criteria:

All proposing firms will be evaluated based on the following criteria and selected based on the score given by the selection committee.

1. **Individual and/or Firm Qualifications**

Experience of the individual and/or firm in providing requested services and experience in providing those services to Native American Tribes. Identify what distinguishes your firm from others. **(25 Points)**

2. Project Team

List and describe the expertise of the members of your account team who will be responsible for serving our account. Be sure to indicate the roles and responsibilities of each team member. Please provide an overview of any expertise, resources, or tools that are available beyond what is represented on the assigned local account team. **(20 points)**

3. Project Understanding, Approach, and Schedule

Please provide a discussion of your firms understanding of the project along with your approach to providing the necessary services. **(15 points)**

4. Understanding of the needs of the Osage Nation and the surroundings and the responsiveness to the RFP.

Provide a brief narrative regarding the location of the individual or firm with regards to the proximity to the Osage Nation and include your familiarity with the area. Evaluation of the firm's approach to the Scope of Services will be based on an understanding of each task and deliverable provided and the work plan for each service. **(15 points)**

5. References

Provide at least five (5) contacts your firm works with that have roughly the same characteristics as the Osage Nation, such as population, multiple locations, geographic area, funding, tribal entity, etc. **(5 points)**

6. Compensation

List a total not to exceed fees, including expenses, to accomplish the Scope of Services with your preferred method of remuneration for your services. Specify any fees, commissions or compensation received from or paid to others. Clearly indicate what services, if any, fall outside of this level of compensation. **(15 points)**

7. Osage Ownership

Provide proof of ownership constituting not less than 51% of the enterprise. **(5 points)**

Selection of the individual and/or firm will be made after a review and analysis of the written proposals by the Selection Committee. Other experts, interested parties or employee representatives may be consulted to advise the Selection Committee during the review and analysis process. Respondents may be reduced to a list of “finalists” that may be requested to meet with the Selection Committee, Gaming Executives or other representatives of the Osage Nation to expand on proposal qualifications and experience.

Those selected as Finalists will be notified of time and date of presentations.

The Osage Nation Gaming Enterprise reserves the right to reject any and/or all proposals. Osage Preference will be applied in awarding the contract.

Please refer all questions in writing to Kimberly Pearson with the Osage Nation Gaming Enterprise via email Kimberly.pearson@osagecasinos.com.

Standard Vendor Addendum

**MASTER TERMS AND CONDITIONS
REQUIRED BY ONGE FOR ALL VENDOR AGREEMENTS**

This Addendum between the Vendor and the Osage Nation Gaming Enterprise dba Osage Casinos (“ONGE” or “ONGE dba OC”)(together the “Parties”), is made a part of the Agreement and all attachments thereto (altogether called the “Agreement” herein), and is hereby incorporated by reference. Any inconsistencies between the Agreement and this Addendum shall be superseded by this Addendum.

WHEREAS, the Osage Nation Gaming Enterprise is a wholly-owned unincorporated enterprise of the Osage Nation, a federally recognized Indian tribe, and as an instrumentality of the Osage Nation, possesses all the privileges and immunities of the Osage Nation, including its status as a non-taxable entity and its sovereign immunity from unconsented suit; and

WHEREAS, the Parties wish to enter into the Agreement in order for Vendor to provide certain goods and/or services to ONGE dba OC, and

WHEREAS, the Parties understand that this Addendum is necessary in order for the Agreement to be enforceable.

THEREFORE the Parties agree to specifically delete any and all language in the Agreement that may prohibit written amendments to the Agreement, and agree in writing to amend the Agreement as follows:

License or Registration. Any persons or entities transacting with the ONGE for goods and/or services are required by law to be licensed by the Osage Nation Gaming Commission, and are subject to the following conditions: **NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT SHALL NOT BE VALID OR ENFORCEABLE UNLESS AND UNTIL VENDOR HAS APPLIED FOR AND RECEIVED A VENDOR LICENSE FROM THE OSAGE NATION GAMING COMMISSION AS REQUIRED BY THE OSAGE NATION GAMING STATUTE. FAILURE TO APPLY FOR, SECURE, AND MAINTAIN THE REQUISITE LICENSE SHALL BE DEEMED A MATERIAL BREACH OF THIS AGREEMENT AND SHALL RENDER THIS AGREEMENT NULL AND VOID.** Vendor acknowledges that its compliance with Osage Nation Gaming Commission vendor licensing regulations is required in order to be paid from gaming revenue, and that payment may only be issued to the licensed vendor name. Vendor will be subject to regulatory fines and fees associated with failure to maintain all required licenses. Vendor shall provide ONGE a copy of its vendor license or evidence of registration when received, or if currently licensed or registered, shall attach a copy to the Agreement. Vendor shall likewise provide ONGE with copies of any licenses required by the Osage Nation Tax Commission. Osage Casino’s will not pay fees on behalf of the vendor or allow the fees to be invoiced as part of the project.

Governing Law and Venue All Agreements with the Osage Nation Gaming Enterprise (“ONGE”) shall be governed by the laws of the Osage Nation, the State-Tribal Compact, federal laws, and the laws of the State of Oklahoma, in that order, in all matters of construction, validity, performance and enforcement, as those laws apply to Agreements executed, delivered and performed solely within the jurisdiction of the Osage Nation. The sites where the goods and services will be used or installed and the performance of any and all services shall occur on Indian Lands as defined by the Indian Gaming Regulatory Act, 25 U.S.C. 2701 et seq., under the jurisdiction of the Osage Nation. Venue shall be in the Osage Nation District Court.

Consent to Jurisdiction. For the purposes of any Agreement entered with the ONGE, Vendor consents to the civil jurisdiction of the Osage Nation and its governmental bodies and agencies, and shall be subject to the laws of the Osage Nation including, but not limited to, the Tribal-State Compact, the Osage Nation Gaming Statute, the Osage Nation Gaming Commission regulations, and the National Indian Gaming Commission regulations. Vendor agrees to adhere to and comply with federal and tribal Internal Control Standards applicable to the goods and services it provides to the ONGE.

Dispute Resolution. ONGE hereby agrees that in any claim or lawsuit arising from the terms of this Agreement filed by Vendor and no other person or party, the ONGE shall not assert the affirmative defense of sovereign immunity from unconsented suit if such claim or lawsuit is filed in the District Court of the Osage Nation solely in relation to claims for relief in the form of an order: 1) compelling ONGE to take action expressly required by this Agreement; 2) compelling ONGE to discontinue action

expressly prohibited by this Agreement; and/or 3) awarding money damages against ONGE for breach of this Agreement. Under no circumstances shall this paragraph be construed to authorize any enforcement of any kind whatsoever against any assets of ONGE except: 1) its unobligated gaming revenues, or 2) the Equipment pledged pursuant to this Agreement; nor shall it be construed to authorize any award of extraordinary, punitive, indirect, special, incidental, or consequential damages; nor shall it be construed as an authorization or consent to arbitration. Nothing in this paragraph authorizes any waiver, limitation, or modification of the sovereign immunity of the Osage Nation from unconsented suit or recovery of any award of damages against the ONGE from any assets of the Osage Nation other than those of the ONGE as specifically provided herein.

Indemnification. Vendor shall hold harmless and indemnify the Osage Nation, ONGE and its officers and employees against losses, costs, damages, expenses, or other liabilities arising from the negligent performance of the Vendor’s duties, to include injury to persons or to any property.

Insurance. Where applicable, Vendor shall obtain and maintain any required insurance for the duration of the Agreement in an amount established by ONGE, and to provide a Certificate of Insurance naming the Osage Nation, ONGE and its officers as additional insureds.

Taxes and fees. Vendor is responsible for the payment of its own taxes where the incidence of the tax falls on the Vendor. Vendor is responsible for paying all fees applicable to vendor that are imposed by governmental authorities, including any gaming device fees and shall not charge such fees back to ONGE.

Use of logo. Vendor is not authorized to use the Osage Casinos logo in any advertising or other materials without separate written permission from ONGE.

Term. Notwithstanding any language to the contrary in the Agreement for the initial term and any renewal terms, in no event shall the initial term or any renewal exceed three years in duration. Unless a lesser term is designated in the Agreement, ONGE may terminate any agreement without cause by providing at least 120 days’ notice to Vendor.

No Assignment or Transfer: Vendor acknowledges that its contracts with ONGE cannot be sold, assigned or managed by another entity without the written approval of ONGE at least 120 days prior to the attempted action. Failure to provide notice and acquire all required licensing for the other entity shall render the Agreement null and void, and Vendor may be subject to regulatory action and civil damages.

Confidentiality. Each party agrees that all confidential documents, work product, and information (including all computer code and related materials) received or otherwise obtained from the other party pursuant to the Agreement will be received in strict confidence and will be used only for the purposes of performing under the Agreement. Without obtaining the prior written consent of the other party, neither party will disclose any such information to any third party, and each party will disclose such information only to such of its officers, employees, and agents that have a need to know such information for the purposes contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized officers as of the date first written below.

VENDOR:

Osage Casinos:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____