

REQUEST FOR PROPOSAL (RFP)



MARCH 29, 2019

OSAGE CASINOS – FIRE SUPPRESSION – ANNUAL INSPECTIONS

INTRODUCTION

1.01 INVITATION

The Osage Casinos 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. The Osage Gaming Enterprise operates seven casinos throughout the Osage Reservation known as Osage County. The Enterprise currently has casinos in Tulsa, Sand Springs, Bartlesville, Hominy, Pawhuska, Skiatook and Ponca City.

Osage Casinos is seeking a vendor to provide: Annual Inspections of Casino fire suppression systems.

1.02 SELECTION PROCESS

The RFP provides information necessary to prepare and submit proposals for consideration and ranking by the Owner. Based on the evaluation criteria established for the project, the Owner will select the appropriate number (pre-qualified/select list) and the selection committee may interview the respondents and will rank the firms in order of preference.

1.02 QUESTIONS

All inquiries concerning this solicitation shall be directed only to the Osage Casino Procurement Office, Ebb Moton by email at ebb.moton@osagecasinos.com. All requests and responses will be in writing.

1.05 COST OF RESPONDING

All costs incurred by firms choosing to participate in this RFP process shall be borne by the proposing firms.

ARTICLE 2 PROJECT DESCRIPTION

2.01 SUMMARY

Vendor will provide annual inspections and/or testing on all fire alarms, fire sprinkler systems, portable fire extinguishers and other related devices for all applicable Osage Casino properties. The fire alarms, fire sprinkler systems, portable fire extinguishers and other related devices are located at eight (8) properties throughout Osage County. Work must be performed in accordance with all current NFPA standards and shall include the following equipment:

- a) Portable fire extinguishers
- b) Fire sprinkler systems
- c) Fire alarms
- d) Manual pull stations
- e) Horn/strobe/bells
- f) Annunciators and communication systems
- g) Smoke detectors
- h) Water-flow and tamper switches
- i) FM-200 Systems
- j) Vent Hoods
- k) All other equipment related to any of the above items

ARTICLE 3 REQUIREMENTS FOR PROPOSALS

3.01 SUMMARY

Vendor will be responsible for all equipment verifications, counts of heads, pull stations, duct detectors, flow switches, tampers, portable fire extinguishers, etc. necessary for their proposal.

Inspections and/or testing will be scheduled by the Building Maintenance Coordinator with a start and estimated finish date. Inspections and/or testing must be completed within two to four weeks after start of project. Final reports for each facility must be presented to and discussed with the Building Maintenance Coordinator after each facility has been completed.

Osage Casino will provide access to the facilities with presence of our Building Maintenance Coordinator. Inspections and/or testing will be available after hours and on weekends when scheduled in advance with the Building Maintenance Coordinator. Any testing of horns or repair work which would be considered disruptive will be addressed at a time agreed upon by vendor and Building Maintenance Coordinator.

Osage Casino will provide personnel to accompany contract technician while they are on site from start to finish of task in each facility. Osage personnel will only access and assist contract technician in a limited capacity (locations of panels, pull stations, smoke heads, equipment rooms, riser rooms, inspector's tests, etc.). Osage Casino personnel will not be involved in any fire alarm work.

SITE INFORMATION

Property: Sand Springs
Building Code: 001
Building Maintenance Coordinator: Jerry Bryant
Address: 301 Blackjack Drive
Sand Springs, OK 74063

Property: Bartlesville
Building Code: 002
Building Maintenance Coordinator: Lippert, Doyle
Address: 222 Allen Road
Bartlesville, OK 74003

Property: Tulsa
Building Code: 003
Building Maintenance Coordinator: David Rakiec
Address: 951 West 36th Street North
Tulsa, OK 74127

Property: Pawhuska
Building Code: 004
Building Maintenance Coordinator: Red Eagle, Eli
Address: 2017 East 15th Street & Highway 99
Pawhuska, OK 74056

Property: Hominy
Building Code: 005
Building Maintenance Coordinator: Snead, Judy
Address: 39 Deer Avenue
Hominy, OK 74035

Property: Central Services
Building Code: 006
Building Maintenance Coordinator: Cisternino, Christopher
Address: 1211 West 36th Street North
Tulsa, OK 74127

Property: Skiatook
Building Code: 007
Building Maintenance Coordinator: Woolman, Richard
Address: 5591 West Rogers Boulevard
Skiatook, OK 74070

Property: Ponca City
Building Code: 009
Building Maintenance Coordinator: Crossland, Mike
Address: 64464 State Highway 60
Ponca City, OK 74604

The Owner reserves the right to negotiate any and all terms of the proposals submitted, reject any or all proposals regardless of price or information submitted.

ARTICLE 5 SCHEDULES

4.01 RFP DELIVERY

PROPOSALS are to be received no later than **April 19, 2015 at 4:00 CST**. Submittals will be required electronically and/or hardcopy.

Email to Osage Casinos Procurement Office, Kimberly Pearson via email at kimberly.pearson@osagecasinos.com.

4.02 LATE DELIVERY

Quotes will not be accepted after the date and time specified.

4.3 ADDITIONAL INFORMATION

The Owner has the right to request additional information during and after the RFP evaluation process.

SORNA. All employees currently employed with the Osage Nation who are required to register as a convicted sex offender pursuant to the "Osage Nation Sex Offender Registration and Notification Act" ONCR 11-43 of the Osage Nation Congress, shall notify the Osage Nation Attorney General's Office within 3 business days to register. "Employee" as used in this code includes, but not limited to, an individual who is self-employed, contractor, part-time, vendor or works for any other entity, regardless of compensation. Volunteers of a tribal agency or organization are included with the definition of employee for registration purposes.

The Business License Code, ONCA 07-40 as amended by ONCA 12-30. Contractor shall provide a copy of its current Business License as issued by the Osage Nation Tax Commission (\$50.00).

The Osage Nation Gaming Regulatory Act, ONCA 11-09. All Contractors shall obtain a gaming license from the Osage Nation Gaming Commission (\$150.00) company and (\$50.00) per person on-site technician license. (If applicable)

The Competitive Bidding Act, ONCA 07-57, as amended by ONCA 12-19 and ONCA 12-77. Contractor shall comply with all applicable provisions of the Competitive Bidding Act if the contract award was subject to bidding requirements.

ARTICLE 5 ATTACHMENTS

The following forms must be submitted with the Request for Quote:

5.01 Acknowledgement and Consent of Osage Law

5.02 Business Relationship Affidavit

ACKNOWLEDGEMENT AND CONSENT

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.

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 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.

Vendor will be subject to a \$150.00 non-gaming licensing fee and \$50.00 per person fees for all employees working onsite on the project and a \$50.00 business license fee, if applicable. Osage Casino’s will not pay fees on behalf of the vendor or allow the fees to be invoiced as part of the project. Vendor will be subject to fines and fees associated with failure to maintain all required licenses.

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 ONGE is prohibited by law from paying gaming device fees for Vendor either directly or for reimbursement.

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.

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.

I hereby acknowledge that I have read the foregoing terms and conditions and understand that, by submitting a proposal in response to this RFP/RFQ, I consent to the above terms and conditions. I further understand that no contract with the Osage Nation Gaming Enterprise shall be valid or enforceable without the inclusion of the terms and conditions contained herein.

Company

Signature

Printed Name

Date

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

_____, of lawful age being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture or other business relationship presently in effect or which existed within one year prior to the date of this statement with the architect, engineer, Osage Nation, Osage tribal member or other party to the project is as follows: _____

Affiant further states that any such business relationship presently in effect or which existed within one year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows: _____

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows: _____

(If none of the business relationships herein above mentioned exists, affiant should so state.)

Affiant further states that the names of all person having a relationship by blood/marriage/adoption to any Osage Nation Board member or member of the Executive Management _____ are _____ disclosed _____ as follows: _____

Affiant

Subscribed and sworn to before me this ____ day of _____, 2015.

[SEAL]

Notary Public

My commission expires: _____

THIS EXECUTED AFFIDAVIT MUST ACCOMPANY YOUR PROPOSAL