



Project Name: Security Testing Services

Request for Proposal

RFP Due Date for Delivery to Osage Casinos:

Month Day, 2019

Issued By:

Osage Casino

1211 West 36th Street North, Tulsa, OK 74127

Phone: 918-699-7819 • Fax: 918-699-7790

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I. Introduction and Background

This project is being undertaken by Osage Casinos, members of a federally recognized Indian Tribe. Osage Casinos is comprised of seven casino locations and a central office, all of which are in Osage County, OK.

At a high level, Osage Casinos is interested in selecting and working with a qualified partner for the following security services:

- **Gray-Box Testing**

For the purpose of this RFP, a gray-box tester is defined to have the access and knowledge levels of a user, potentially with elevated privileges on a system. Gray-box pen testers typically have some knowledge of a network's internals, potentially including design and architecture documentation and an account internal to the network.

The purpose of gray-box pen testing is to provide a more focused and efficient assessment of a network's security. Using the design documentation for a network, pen testers can focus their assessment efforts on the systems with the greatest risk and value from the start, rather than spending time determining this information on their own. An internal account on the system also allows testing of security inside the hardened perimeter and simulates an attacker with longer-term access to the network.

- **Technical configuration confirmation of Cisco ISE (Identity Services Engine)**

Osage Casinos is seeking a comprehensive evaluation of our current Cisco ISE (Identity Services Engine) setup and deployment that is used for the creation and enforcement of security and access policies for endpoint devices connected to the company's network, using best practices to identify gaps within Osage Casinos' Network Environment Security.

- **Technical Casino Controls and Hosted (SaaS) PCI and Customer Applications Penetration Testing**

Osage Casinos is seeking a comprehensive evaluation of our current premise and hosted Software as a Service (SaaS) and Customer (Patron) related applications and databases using best practices and non-invasive methods to identify gaps within Osage Casinos' Applications environment. This includes all applications that process Credit Card Transaction or are involved in the transfer, storage or reporting of Customer (Patron) related data.

II. Administrative Information

Contact Information

Any questions concerning technical specifications or Statement of Work (SOW) requirements must be directed to:

Name	Joe Roybal, Chief Information Officer
Address	1211 West 36th St N Tulsa, OK 74127
Phone	918-699-7867

Email joe.roybal@osagecasinos.com

Or,

Name Tim Stadler, IT Security
Address 1211 West 36th St N
 Tulsa, OK 74127
Phone 918-699-7819
Email tim.stadler@osagecasinos.com

Any questions regarding contractual terms and conditions or proposal format must be directed to:

Name Stephanie Parker-Purchasing Manager
Address 1211 West 36th St N
 Tulsa, OK 74127
Phone 918-699-7834
Email stephanie.parker@osagecasinos.com

Due Dates

An email confirmation of the Vendor’s intent to respond to this RFP is required by 05/24/2019 5:00pm Central Standard Time (CST). Direct the intent to respond email to joe.roybal@osagecasinos.com, tim.stadler@osagecasinos.com, stephanie.parker@osagecasinos.com.

All final proposals are due by 5:00pm (CST) on 06/28/2019. Proposals received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. Late proposals will not be evaluated for award.

Schedule of Events

Event	Date
1. RFP Distribution to Vendors	05/17/2019
2. Email Confirmation of Vendors with Bid Intention	05/24/2019
3. Questions from Vendors about scope or approach due	05/31/2019
4. Responses to Vendors about scope or approach due	06/07/2019
5. Proposal Due Date	06/28/2019
6. Target Date for Review of Proposals	07/03/2019
7. Final Vendor Selection Discussion(s)--Week of	07/08/2019
8. Anticipated decision and selection of Vendor(s)	07/12/2019
9. Anticipated commencement date of work	08/12/2019

Proposals are to be submitted to Stephanie Parker, Purchasing Manager.

III. Guidelines for Proposal Submission

Award of the contract resulting from this RFP will be based upon the most responsive Vendor whose offer will be the most advantageous in terms of cost, services provided, and other factors as specified elsewhere in this RFP.

Osage Casinos reserves the right to:

- Reject any or all offers and discontinue this RFP process without obligation or liability to any potential Vendor,
- Accept other than the lowest priced offer,
- Award a contract on the basis of initial offers received, without discussions or requests for best and final offers, and
- Award more than one contract.

Vendor's proposal shall be submitted in several parts as set forth below. The Vendor will confine its submission to those matters sufficient to define its proposal and to provide an adequate basis for evaluation of the Vendor's proposal.

In order to address the needs of this procurement, Osage Casinos encourages Vendors to work cooperatively in presenting integrated solutions. Vendor team arrangements may be desirable to enable the companies involved to complement each other's unique capabilities, while offering the best combination of performance, cost, and delivery for the penetration testing being provided under this RFP. Osage Casinos will recognize the integrity and validity of vendor team arrangements provided that:

- The arrangements are identified and relationships are fully disclosed, and
- A prime Vendor is designated that will be fully responsible for all contract performance.

Vendor's proposal in response to this RFP will be incorporated into the final agreement between Osage Casinos and the selected Vendor(s). The submitted proposals are suggested to include each of the following sections:

1. Executive Summary

This section will present a high-level synopsis of the Vendor's responses to the RFP. The Executive Summary should be a brief overview of the engagement, and should identify the main features and benefits of the proposed work.

2. Approach and Methodology

Along with the vendor's detailed approach and methodology, the following questions and answers should be included in the approach and methodology:

- Describe what methodology you use for all tests. ie... do you use Penetration Testing Execution Standard (PTES)
- List what tools your company employs during testing. Describe whether each is a commercial vulnerability and penetration tools, open-source tool, proprietary tool, or a combination of these.

- Describe your PCI and DSS experience in detail. All applications listed to be tested that contain or pass PII (Personally Identifiable Information) shall be tested to determine whether the software/database and transfer process meets Payment Card Industry Data Security Standard [PCI DSS] requirements
- How will you manage the engagement?
- How will you communicate status updates and findings during the engagement?
- After the engagement is completed, what reports and/or presentations due you provide?
- Do you offer retesting/remediation validation? Please explain in detail.
- Supply a checklist with explanation of everything they will assess (i.e. SSL Certs, Authentication, Injection, Brute Force Attacks, Cross-site Scripting, Open Shares, Clear Text Password in Configuration Files, etc....). At a minimum OWASP's Top 10 shall be used:
 - Injection
 - Broken Authentication
 - Sensitive Data Exposure
 - XML External Entities
 - Broken Access Control
 - Security Misconfiguration
 - Cross-Site Scripting (XSS)
 - Insecure Deserialization
 - Using Components with Known Vulnerabilities
 - Insufficient Logging & Monitoring
- The following components should also be assessed where applicable:
 - Browser
 - Thick Client
 - Database Engine
 - Server
 - Application Configuration Files (i.e. xml, ini, etc..)
 - Build Files (i.e. Java, CSS, DLL, etc...)

3. Project Deliverables

Include descriptions of the types of reports used to summarize and provide detailed information on security risk, vulnerabilities, and the necessary countermeasures and recommended corrective actions. Include sample reports as attachments to the proposal to provide an example of the types of reports that will be provided for this engagement.

The final and detailed report must describe how the pen test phases were performed. This must be followed by an analysis of the findings giving the organization the information needed to make decisions about prioritization, risks that need remediation and risks that only require monitoring.

4. Project Management Approach & Proposed Schedule

Include the method and approach used to manage the overall project and client correspondence. Briefly describe how the engagement proceeds from beginning to end.

5. Detailed and Itemized Pricing

Include a fee breakdown by project phase and estimates of travel expenses.

6. References

Respondents must provide three current corporate references for which you have performed similar work.

7. Project Team Staffing

Include short biographies and relevant experience of key staff and management personnel. Describe the qualifications and relevant experience of the types of staff that would be assigned to this project by providing biographies for those staff members. Describe bonding process and coverage levels of employees. Affirm that no employees working on the engagement have ever been convicted of a felony.

Along with detailed project team staffing information for this engagement, the following questions and answers should be included:

- Whom will you assigned to this engagement?
- What are the skills, experience, and qualifications of each tester?
- What are the years' experience of each tester?
- What certifications does each tester possess?
- How do you vet your staff?
- Are any of your resources from outside the United States?

8. Company Overview

Provide the following for your company:

- Official registered name (Corporate, D.B.A., Partnership, etc.), Dun & Bradstreet Number, Primary and secondary SIC numbers, address, main telephone number, toll free numbers, and facsimile numbers.
- Key contact name, title, address (if different from above address), direct telephone and fax numbers.
- Person authorized to contractually bind the organization for any proposal against this RFP.
- Brief history, including year established and number of years your company has been offering Information Security Testing.

Please provide information specific to the following items:

- Examples of your engagements in penetration testing, in particular the area of Gray-box testing.
- Examples with similar goals to this RFP

- Describe engagements with similarly sized organizations and IT environments
- Are your reports written by the testing staff or dedicated writers?
- Do you use a standard template or are reports unique to each engagement?
- Supply a minimum of two customer references for engagements with similar scope and goals.
- Describe in detail how you deal with confidentiality and data security on our test targets.
- What is your Travel and Expense Policy for onsite engagements?

IV. Testing Scope

Gray-Box Testing

Applications

- VisualOne PMS
- Infogenesis POS
- Everi ATM System
- Power Kiosks Management System
- Casino Insight
- eConnect
- Passport POS
- SG Play 4 Fun

Databases

- VisualOneDB
- InfogenDB
- EveriDB
- SynkioskDB
- CashTrac
- eConnect
- Passport
- SGUniverseDB

Cisco ISE (Identity Services Engine)

A minimum of 8 wireless guest connections (one per property) and 32 random network wall jacks will be connected to by the project team's staff across 8 different locations, 1 Central Office and 7 Casinos in Tulsa and Osage county Oklahoma. The focus of the testing shall be to determine if a non-company computer or non-company user can access any part of the network not authorized. And, if a successful connection can be made, exactly what information can be obtained from the network and other devices.

Preferred Testing Approach

Automated testing is sometimes conducted concurrently with discovery. The automated testing process includes common, off-the-shelf tools, freeware and Vendor-developed code. Several different scanners

and tools are used to ensure that the maximum quantities of vulnerabilities are discovered and that no oversights occur.

The automated testing process is routinely run in an iterative fashion, and each iteration expands upon previously discovered issues. Automated testing is used to determine a baseline and to help the consultant locate potential threat vectors that may require additional manual testing.

The ever-changing landscape of technology makes automated scanners difficult to keep updated. Based on the output from the automated testing tools, the selected vendor should use their expertise to analyze all potential threats and to conduct proof-of-concept testing where appropriate.

To ensure that the deepest possible analysis is conducted on every engagement, vendor should execute numerous manual-testing processes. These processes use publicly available tools coupled with vendor-created code to identify as many issues as possible.

NOTE: Testing should strive to be balanced between automated and manual testing at 50% with a deviation of +/-5%. If you do not believe you will meet this balance please provide an explanation and what percent's you believe will apply.

Limitations on Testing (rules of engagement)

- All testing shall be done on site
- All testing shall be done between the hours of 9:00am and 4:00pm, Monday - Thursday
- All testing should insure the systems tested remain highly available for business
- All exploits used, custom or otherwise, shall be discussed with the CIO and IT Security before being implemented
- Before testing begins, a process shall be agreed upon, so that both the CIO and IT Security shall be contacted immediately in the following instances
 - Tester determines a system or device being tested has become unresponsive
 - Tester discovers a significant vulnerability exists
- If the tester discovers a significant vulnerability the CIO and IT Security shall be contacted immediately
- If the tester determines a breach from an outside source is active or has already occurred the CIO and IT Security shall be contacted immediately
- Any methods used in testing such as social engineering techniques or any other non-software techniques, the tester shall notify the CIO or IT Security before implementing

V. Evaluation Factors for Award

CRITERIA

Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to operational, technical, cost, and management requirements. Evaluation of offers will be based upon the Vendor's responsiveness to the RFP and the total price quoted for all items covered by the RFP.

The following elements will be the primary considerations in evaluating all submitted proposals and in the selection of a Vendor or Vendors:

- Completion of all required responses in the correct format.
- The extent to which Vendor’s proposed solution fulfills Osage Casino’s stated requirements as set out in this RFP.
- An assessment of the Vendor’s ability to deliver the indicated service in accordance with the specifications set out in this RFP.
- The Vendor’s stability, experiences, and record of past performance in delivering such services.
- Availability of sufficient high quality Vendor personnel with the required skills and experience for the specific approach proposed.
- Overall cost of Vendor’s proposal.
- Vendor agrees to become a licensed vendor with the Osage Casinos.

Osage Casinos may, at their discretion and without explanation to the prospective Vendors, at any time choose to discontinue this RFP without obligation to such prospective Vendors.

VI. Additional Information & Required Contract Language

Osage Nation Gaming Enterprise DBA 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 immunity from unconsented suit. The following language will be required in any contract and is not subject to negotiations. The awarded bidder will be required to submit for an Osage Nation Gaming Commission –Gaming Related License under the following fee schedule:

- If project engagement is below \$49,999 o Vendor license: \$500
 - Each vendor employee working remotely or on-site: \$50 per employee
- If project is between \$50,000 and \$99,999.99 o Vendor license: \$2,000
 - Each vendor employee working remotely or on-site: \$50 per employee
- If project is between \$100,000 and \$249,999.99 o Vendor license: \$3,500
 - Each vendor employee working remotely or on-site: \$200 per employee

All fees are for a two (2) year license and established based upon expected project costs over a two (2) year period.

The awarded bidder will also be required to submit for an Osage Nation Tax Commission – Business License (\$50.00) the licensing fees are prohibited from being added to any contract.

1. **Governing Law and Venue.** The Parties agree that this Agreement 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 Parties acknowledge that sites where the goods and services will be used or installed and the performance of this Agreement will 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.

2. **License.** All persons or entities transacting business with ONGE for goods and/or services are required by law to be licensed by the Osage Nation Gaming Commission. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HERIN, 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 when received, or if currently licensed, shall attach a copy to the Agreement. Vendor shall likewise provide ONGE with copies of any license required by the Osage Nation Tax Commission.

VII. Submittal Requirements

Complete the information below in the outline. The RFP response should be organized in accordance to the list of Submittal Requirements and Criteria.

- I. Name of Firm, Address, and Telephone Number.
- II. Osage Nation Ownership(if applicable):
 - a. Provide evidence of ownership full or partial (51%) by Osage Nation member(s) or entity.
 - b. Provide evidence of tribal membership
- III. Osage Preference:

In accordance with the Osage Nation Competitive Bidding Law, Osage Preference is given to Osage owned enterprises if the bid is within 5% of the lowest bid.

Any contractor or economic enterprise requesting to be considered under the Nation's Osage Preference provision must supply to the satisfaction of OSAGE CASINO:

- a. Osage Nation membership Card
- b. Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise that prove majority Osage ownership, and,
- c. Evidence sufficient to demonstrate to the satisfaction of the Nation it has the technical, administrative, and financial capability to perform contract work of the type and size of the proposed project.

If only one qualified proposal is received, the contract is subject to the approval by the Owner. The proposal is subject to the preference and opportunities for training and employment in connection with the administration of these activities shall be given to Osage, Native American, and Veterans in that order.

VIII. Selection Process

- I. **Process:**

- a. The Owner's selection process follows these basic steps:
 - i. Receipt and review of proposals.
 - ii. Interview selected vendors (if necessary)
 - iii. Select a vendor
- b. OSAGE CASINO will appoint a selection committee to review, score, and rank the RFP's
- c. Selection committee may select the top three to be interviewed, which will be held at Osage Casino Corporate office
- d. The awarded vendor will also be responsible for completing the vendor licensing requirements with the Osage Nation Gaming Commission & Tax Commission within 14 business days of award. By submitting a proposal, you agree to execute the required contract provided by OSAGE CASINO.
- e. OSAGE CASINO reserves the right to:
 - i. Amend, modify, or withdraw this RFP.
 - ii. Accept or reject any and all proposals.
 - iii. Waive or correct any irregularities in proposals after prior notice to the offer(s).
 - iv. Negotiate with alternative, if initial contract negotiations are unsuccessful.
- f. This RFP does not obligate OSAGE CASINO to award a contract, to pay for costs incurred in preparing any proposal, or to procure the services described herein. All proposals are submitted at the sole expense of the Offeror. OSAGE CASINO shall incur no liability of obligation to any except pursuant to a written contract of services, duly executed by the Vendor and an authorized signatory for OSAGE CASINO.

II. Criteria:

Criteria to be used by the Owner in evaluation of proposals will include the following:

- a. Experience and Capabilities of vendor
- b. Bid Cost
- c. Compliance to stated requirements
- d. References
- e. Responsiveness -The ability to provide all information at time of proposal submittal
- f. Preference for Osage owned firms as stated will be provided as long as the (blank) meets qualification criteria.

IX. Public Records

Information provided in response to this RFP will, to the extent allowed by law, be held in confidence and will not be revealed or discussed with competitors.

X. Additional Services

I. If any additional services other than those specified in Section I.II above are ordered in writing by OSAGE CASINO, a contract modification, signed by both parties, shall be issued which identifies the change in services and any resulting change in contract amount, period of performance, or any other term and condition of this contract. The vendor shall provide cost information sufficient to enable OSAGE CASINO to perform a cost analysis.

XI. Ordinances

All vendors shall conform to the applicable Osage Nation, ONGC, ONGE, Federal, State and local laws, codes, ordinances, regulations, and standards as modified by any waivers which may be obtained from the appropriate jurisdictions.

Any violation of Section 20 of the Osage Nation Competitive Bidding Act shall constitute a material breach of this contract and shall entitle the Osage Nation to revoke, rescind, and repudiate this contract. In the event of such material breach of this contract, the Osage Nation shall be relieved of all obligations contained herein and the contractor shall forfeit to the Nation any bond or deposit related to this contract.

I. PROHIBITIONS

- a. **Split Contracts.** It shall be unlawful for any official, employee, agent, contractor, or subcontractor of the Nation to allow a contract to be split into partial contracts for the purpose of circumventing or attempting to circumvent the competitive bidding requirements established by this Act, provided this provision shall not otherwise prohibit the Nation from soliciting bids and letting separate contract awards for specialized portions of a construction project in good faith;
- b. **Buy-In Contracts Prohibited.** It shall be unlawful for any contractor to submit an offer below anticipated costs, expecting to:
 1. Increase the contract amount after award (e.g. through unnecessary or excessively priced change orders); or
 2. Receive follow-on contracts at inflated prices to recover losses incurred on the buy-in contract.
- c. **Offer of Kick-Backs Prohibited.** It shall be unlawful for any person or entity seeking to do business with the Osage Nation to offer any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any official or employee of the Nation or any contractor, subcontractor, or employees of contractors or subcontractors for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or subcontract;
- d. **Acceptance of Kick-Backs Prohibited.** It shall be unlawful for any official, employee, agent, contractor, or subcontractor of the Nation to solicit, accept, or attempt to accept any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind from a person or entity seeking to enter into a contract or subcontract subject to the provisions of this Act.
- e. **Improper Influence Prohibited.** It shall be unlawful for any person or entity to otherwise seek to improperly influence an official or employee of the Nation to give consideration or to act regarding a contract or subcontract on any basis other than the merits of the matter.
- f. **Collusion Prohibited.** Any agreement or collusion among bidders, prospective bidders or material suppliers in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, or otherwise, shall render the bids of such bidders void.
- g. **Prohibition on Circumvention.** It shall be unlawful for any official or employee of the Nation to seek to circumvent any provision of this Act, including but not limited to:
 1. The declaration of any emergency;

- 2. Disclosure of the terms of a bid submitted in response to a bid notice issued by a Procurement Officer in advance of the time set for opening of all bids;
 - 3. Withholding or impeding the distribution of said information after notice of the bid has been given, unless the solicitation of bids has been withdrawn or the particular information in question has been deleted or replaced through alteration of the bid notice and said withdrawal has been made equally and uniformly known.
- h. Prohibition on Solicitation, Possession, and Receipt.** It shall be unlawful for any person or entity to solicit, possess, or receive information which is to be contained in a bid notice of a Procurement Officer, for use in preparing a bid, in advance of the date on which said bid notice is to be made equally and uniformly known to all prospective bidders and the public.

XII. Insurance

Certificate of liability coverage will be required for Workers Comp, Commercial Liability and Business Auto Liability. Coverage amounts will be determined by the Owner.

All Contracting firms’ insurance policies shall name the following and any other parties requested by owner as additionally insured.

- Osage Nation
- Osage Nation Gaming Enterprise
- Osage Casino

Certificate of Liability Coverage Tiers

Certificate of	Workers Comp	General Liability	Business Auto
	\$5,000,000	\$10,000,000	\$5,000,000

Appendix – A

Vendor General Information Sheet

Legal Name: _____

DBA Name: _____

Business Address: _____

Types of Goods and Services Provided: _____

Publicly traded: Yes ___ Stock Exchange/Symbol _____ No ___

Will you require access to Osage Casino Gaming Systems: Yes ___ No ___

Will you have employees working onsite at any Osage Casinos locations: Yes ___ No ___

ORDERING/CONTACT INFORMATION

Contact or Rep: _____

Ordering Preference: Phone Fax Email

Phone: _____ Fax: _____

Email: _____

REMIT TO ADDRESS (If Different from Mailing Address)

Business Address: _____

Payment Terms: _____

Appendix B

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:

1. 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.
2. 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.
3. 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix - C

Business & Personal Relationships Affidavit

Project Name: Applications, Databases, and Cisco ISE Gray-box Penetration Testing

Company Name: _____, Affiant 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 Osage Nation, 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 hereinabove mentioned exist, affiant should so state).

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

Signature _____

Title _____

Subscribed and sworn to before me this day _____ of _____, 20__.

My commission expires:

Notary Public