



Project Name: Analytics and BI Platform

Request for Proposal

**RFP Due Date for Delivery to Osage Casino:
March 1st, 2020**

Issued By:

Osage Casino

1211 West 36th Street North, Tulsa, OK 74127

Phone: 918-699-7817 • Fax: 918-699-7790

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Project Background

Objective

To identify the appropriate software vendor that Osage Casino will select for its modern analytics and business intelligence (BI) platform.

A modern analytics and BI platform supports IT-enabled analytic content development. It is defined by a self-contained architecture that enables nontechnical users to autonomously execute full-spectrum analytic workflows — from data access, ingestion and preparation to interactive analysis and the collaborative sharing of insights. By contrast, traditional BI platforms are designed to support modular development of IT-produced analytic content. Specialized tools and skills and significant upfront data modeling, coupled with a predefined metadata layer, are required to access their analytic capabilities.

Table 1 provides a high-level comparison of a modern BI platform with a traditional one.

Table 1. Modern versus Traditional BI Platform Comparison Summary

Analytic Workflow Component	Traditional BI Platform	Modern Analytics and BI Platform
Data source	Upfront dimensional modeling required (IT-built star schemas)	Upfront modeling not required (flat files/flat tables)
Data ingestion and preparation	IT-produced	IT-enabled
Content authoring	Primarily IT staff, but also some power users	Business users
Analysis	Predefined, ad hoc reporting, based on predefined model	Free-form exploration
Insight delivery	Distribution and notifications via scheduled reports or portal	Sharing and collaboration, storytelling, open APIs

Source: Gartner (July 2018)

Osage Casino invites interested parties — that meet the qualifications listed in this document — to submit proposals regarding their product and related service offerings. All information shall be submitted in the format stipulated in this request for proposal (RFP).

Interested parties may obtain further information from:

Kelly Henning - IT Applications Manager

Kelly.Henning@osagecasinos.com

(O) 918-699-7807

(C) 918-407-1439

Joe Roybal - Chief Information Officer

Joe.Roybal@osagecasinos.com

(O) 918-699-7857

(C) 505-377-4165

Shelley Crayton – Purchasing Manager

Shelley.Crayton@osagecasinos.com

(O) 918-699-7817

(C) 918-277-1921

Instructions to Vendors

Vendor proposals in response to this RFP will be accepted by Shelley Crayton, Kelly Henning and Joe Roybal at 5pm CST on March 1st, 2020. Submittals must be via electronic copy in Microsoft Word or in PDF format.

The proposal should be signed by a person, or people, duly authorized to bind the vendor to contracts.

All financial information submitted by the vendor will be used for evaluation purposes only and will be held in the strictest confidence.

RFP Questions and Clarifications

Vendors shall aggregate their requests for clarification and submit them via email to Osage Casino. Contact to be no later than 5pm CST on 2/11/2020. Such requests for clarification, and Osage Casino's response, will be supplied in writing to all parties that have received copies of the RFP, without identifying the source of the inquiry.

RFP Response Format

Vendors must address all information specified under this RFP. All questions must be answered completely. Osage Casino reserves the right to verify any information contained in the vendor's RFP response, or to request additional information after the RFP response has been received.

Marketing brochures included as part of the main body of the bid response will not be considered. Such material must be submitted only as attachments and must not be used as a substitute for written responses. In case of any conflict between the content in the attachments and the vendor's answers in the body of the proposal, the latter will prevail.

Cover Letter

The proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposed entity.

Vendor Profile and Demographics

Provide a statement giving a brief history of your company, how it is organized, and how its available products and resources will be used to meet Osage Casino's requirements. The vendor shall submit the following information:

- The company's official name and address. An indication of what type of entity it is — for example, corporation or partnership.
- The name, address and telephone number of the person to receive correspondence, and who is authorized to make decisions or represent the vendor. Please state his or her capacity within the company.
- The total number of years the vendor has been in business and, if applicable, the number of years under its present business name.
- The number of years' experience that the vendor has in providing Analytics and BI software.

- A description of the vendor's operation — facilities, business and objectives, and the number of employees it has.
- Geographic location of vendor sales and support offices.

Technical Proposal

The technical proposal is made of up two sections — Section A: General Requirements and Section B: Functional Requirements. Answers within the General Requirements section should be limited to 500 words and should address every point as directly and factually as possible. Supplementary information may be attached to the proposal. Lengthy narratives should not be inserted into the body of a direct response.

Proposal Submission

Vendor's proposals should be emailed to the following addresses:

Shelley.Crayton@osagecasinos.com, Kelly.Henning@osagecasinos.com, and Joe.Roybal@osagecasinos.com

Please note that it is the vendor's responsibility to ensure that the proposal and all other required documents are received at the address named above by the closing date specified above.

Osage Casino will be the sole judge of the qualifications of all prospective candidates and reserves the right to reject any and all submittals without recourse.

Osage Casino is aware that information contained in the proposals gives an indication of the vendor's current operations. Therefore, use of this information from vendors shall be confined to this request and will be treated as confidential.

Vendors shall bear all costs associated with the preparation and submission of the vendor's response to this RFP and the subsequent evaluation phase. Osage Casino will in no case be responsible for these costs, regardless of the conduct or outcome of the prequalification process.

Proposal Evaluation

The evaluation process will comprise:

- A preliminary examination to determine substantial commercial and technical responsiveness.
- A detailed technical evaluation to determine conformity to general and functional requirements.
- A demonstration of proof of concept (POC).
- A discussion with similar references.

After completing the evaluation phase of the process, Osage Casino will enter into financial negotiations with no more than two of the shortlisted vendors. The final selection will take place, based on the satisfactory outcome of these negotiations.

Preliminary Examination

Osage Casino will examine the proposals to determine whether they are complete, that the documents have been properly signed, and that they are generally in order.

Detailed Technical Evaluation

An evaluation of proposed products will generally include an assessment of the viability of those products in the Analytics and BI software marketplace. These assessments will be based on an established installed base, market share and growth trends, on which vendors must provide supporting information.

Evaluation will also include the fit and integration with related Osage Casino infrastructure, systems environments and business applications.

Technical merits and features will be reviewed against the requirements identified in the General and Functional Requirements sections of this document.

References

The vendor should provide details of at least five accounts for reference, three of which should preferably be tribal gaming accounts. References should be for clients with requirements similar to those of Osage Casino. References should include information about the contract (number of seats, date of contract execution, "go live" date and any services provided), as well as contact information for the client's project manager or other senior staff members familiar with the contract. Osage Casino reserves the right to contact these references and discuss the client's level of satisfaction with the vendor.

Proof of Concept (POC) Demonstration

After the detailed technical evaluation phase, a subset of vendors will be required to demonstrate their Analytics and BI solution for executives, project team members, technical staff and selected business users, using specific data from Osage Casino.

1.1 Logistics of POC

All vendors selected for the POC phase will be provided with a sample set of data from various Osage Casino source systems within two weeks of the scheduled demonstration date, as well as a standard demo script that must be followed to compare vendors.

Vendors should plan to bring their own computer hardware to the demonstration. Network connectivity will be provided by Osage Casino, if required.

Instructions for the POC demonstration will be provided in writing under separate cover. Specific points of evaluation will be stressed in this document.

1.2 The Demonstration of POC

All vendors will hold a brief discussion (of approximately one hour) with selected members of the Osage Casino's staff. Vendors will then meet with a larger group of executives, project team members and selected end users to provide a POC review. Vendors will use their proposed software products in conjunction with specific data from Osage Casino, as described in the Logistics of POC section above. This portion of the demonstration should take no more than two hours.

Notification of Award

A contract will be awarded to a single vendor, based on the evaluation of the RFP response, the POC demonstration and the satisfactory outcome of financial negotiations.

After the contract has been awarded, Osage Casino will notify the unsuccessful vendors.

Proposed Award Schedule

RFP released: 1/14/2020

Requests for clarification due: 2/11/2020

Proposals due: 3/1/2020

POC Demonstration: On or before 4/1/2020

Proposed notification of award: 5/15/2020

Section A

General Requirements

Osage Casino Environment

Description of Analytics and BI Objectives

Osage Casino is looking to partner with a company who can provide an Analytics and BI reporting platform that will support the many needs of our stakeholders. We are looking to replace, where applicable, our many reporting systems into a single reporting platform. Ultimately, this reporting system should enable our power users, report authors, and consumers to interact using a single point of truth, thus eliminating the need to develop, report and consume in multiple separate reporting systems.

We are also looking to partner with a company who can provide implementation and integration support for the system we choose. This partner will help facilitate the deployment, training and initial report development. Depending on the capabilities and time involved, our option should be to use the company itself or a recommended third party integrator. The expectation is this partner will see the project through until we've completed the implementation and report consumers are using the system.

The system we choose should contain the following functionality and features:

- Ability to create custom Executive Dashboards with daily flash reports.
- Ability to report from our Data Warehouse. The primary source for information will be contained in a single SQL Server instance (i.e. our DW). We would still like to have the ability to connect to external databases as needed should the need arise for real time reporting.
- Interactive visualizations including charts/graphs with drill through capability.
- Highly customizable for our power users to develop beyond the basic capability of the system. This includes the ability to use programming languages for advanced development.
- Mobile reporting with ability to access reports while off network.
- Full export capabilities to PDF, Excel, etc... that retains the formatting and visualization of data/graphs/charts/etc... as found within the native reporting system.
- Interactive reporting capabilities that allow the consumer to filter, slice, drill, crosstab, sort, format, pin, schedule, print and so forth.
- Ability to schedule reports that can be sent via email. Option should include embedding report into body of email, along with ability to send as attachment.
- Report management to include taxonomy, meta-data, versioning, annotations, report author, publish dates, and so forth.
- Ability to overlay and integrate data with visualization tools such as Maps, AutoCAD and other geo-spatial objects.
- Analytic ability to establish benchmarking, trending, customizable time intelligence (i.e. fiscal time period), predictive analytics (i.e. machine learning, intelligent anomaly detection), natural language processing, and so forth.
- Enhanced formatting options that include at a minimum custom sorting, custom formatting, user defined calculations, user defined labels, query string parameters.

- Report Template library, either native to the application or available via a community forum.
- Ability to implement record level security within reports. Depending on the authorization level users can view all or some of the data.
- Ability to integrate reports into SharePoint Online.
- Reports should have a browser based interface for consumers.
- Ability to interface with widgets (i.e. weather, current events, custom calendars, notes, etc...)
- Integration to external applications via various API protocols (ODBC, OLEDB, .NET, SOAP, JSON, etc...).
- Data Loss Prevention (DLP) capabilities ensuring only authorized users can view reports.
- Ability to create a data dictionary. Use case includes having a standard definition of values and a standard object library from which fields/measures/values can be derived.
- Active Directory integration with ability to map to AD Security Groups for access management.
- Audit reports for system access control, logon/logoff, report generation, change capture, and so forth.
- Performance reports for system usage.
- Ability to optimize reporting engine using performance tuning tools.

Project Implementation Timeline

RFP released: 1/14/2020
 Requests for clarification due: 2/11/2020
 Proposals due: 3/1/2020
 POC Demonstration: On or before 4/1/2020
 Proposed notification of award: 5/15/2020
 Implementation Period Date: Pending contracts and licensing.
 Initial Deployment: 10/1/2020

Primary Reporting Applications

Osage Casino maintains a centralized data warehouse. This warehouse contains data from the majority of our applications. There are routine ETL jobs that take data from our existing systems and imports data into our Data Warehouse. For the purposes of this RFP, Osage Casino is looking for an Analytics and BI Reporting system, not a data warehouse solution. Below is a list of our existing reporting systems that we use and hope to replace, or at a minimum, subsidize the reporting from these systems.

Application Name and Version	Description
Cognos BI 8.4	Single instance dedicated to Human Resources. Reporting is mostly focused on employees.
Cognos BI 8.4	Single instance dedicated to P&A. This is a separate instance from HR. Reporting is focused on daily operating reports, budgeting, patron/slot/table analytics, point of sale and hotel performance and so forth. This is the main reporting engine we use for our end users.
Cognos Finance 7.5 MR1	Financial reporting system that is primarily used by our Accounting team. The system connects to our ERP system (Infinium) and performs a daily extract of GL data. The end

	result includes reports such as P&L, Income Statements, Budget vs Actuals, Cash Flow and so on.
Oracle Discover 11g	Reporting application is primarily used by our Slots department. It was a system bundled in with our CMS (Casino Management System). We've been using this system for 10 years. It uses prebuilt business areas and reports that connect directly to our CMS data access layer. Reports include slot performance among others.
SQL Server Reporting Services 2016 (SSRS)	Custom reporting built by P&A and IT. SSRS is used primarily for custom list reports that can't easily be created within our existing suite of reporting systems or natively with the application themselves. Reports include Security Matrix, Patron Activity and Hotel Offers, Sales & Catering Bookings, Phone Directory and so forth.
SQL Server Management Studio (SSMS)	Custom SQL scripts used by multiple departments including IT, Marketing, Accounting, P&A, Slots and Security. Depending on the level of expertise these departments each have members who query our Data Warehouse directly using SSMS. The end result is taking the final data set to Excel or Access for report completion. SSMS is used in cases where complex queries are used to relate data from many systems, whereas it's currently not capable or too difficult to do in our existing reporting systems.
MS Office (Excel, Access, PowerPoint, Word)	All of these applications are used in one way or another depending on their strengths, either from data manipulation or final presentation. These applications are used to generate reports users either don't have access to or don't have the technical ability to generate using our other methods of reporting generation.

Current Infrastructure and Standards

Osage Casino currently maintains a centralized data warehouse. The data warehouse is running on a Windows 2016 VM with SQL Server 2019 Standard as the database engine. We currently run a hybrid environment in which some of our applications are on premise, SaaS, and IaaS. We are open to both SaaS and on premise solutions. We are a Microsoft centric environment and require the system of our choosing use AD integration for account authentication. Based on the decision to use on premise vs SaaS, Osage Casino will determine whether we follow up with additional questions about the hosting environment, technical support, Cyber Security Insurance, and so forth.

Project Management Discipline

Osage Casino prefers using MS Project for projects of this scope. Depending on the complexity of the project plan Excel may suffice. We will require the integrator, either native or 3rd party, be instrumental in facilitating the project and working with our stakeholders.

Vendor Proposal

2.1 Ability to Meet Osage Casino's Analytics and BI Objectives

The vendor should describe its ability to meet Osage Casino's analytics and BI objectives.

2.2 Ability to Meet Requirements of Project Timeline

The vendor should describe its ability to meet Osage Casino's analytics and BI timeline.

2.3 Ability to Support the Primary Applications of Osage Casino

The vendor should describe its ability to support and integrate with Osage Casino's primary applications.

2.4 Ability to Integrate With Osage Casino's Infrastructure and Standards

The vendor should describe its ability to support and integrate with Osage Casino's current infrastructure and standards.

2.5 Ability to Integrate With Osage Casino's Project Management Discipline

The vendor should describe its ability to support and integrate with Osage Casino's current project management discipline.

Section B

Functional Requirements

Questionnaire on the Functional Requirements of the Analytics and BI Platform

This questionnaire will be used to determine the vendor's technical score. It is imperative that vendors answer the questions in accordance with the guidelines provided below. Vendors' responses shall be validated during the POC demonstration. It is also assumed that the vendor will provide full proof of the capabilities declared in this questionnaire. Failure by a vendor to provide honest responses could be grounds for disqualification from the RFP process.

In the capability section, vendors can choose from five options to indicate their compliance with each requirement:

1 = Poor or Absent: Most (or all) defined requirements are not achieved
2 = Fair: Some requirements are not achieved
3 = Good: Meets all requirements
4 = Excellent: Meets and exceeds requirements
5 = Outstanding: Significantly exceeds requirements; "best in class"

When giving responses, the guidelines below should be followed. The comments column is provided for clarification, when necessary.

1. Within the Excel file, under the "Questionnaire" tab, the column titled "Required: Vendor Response to Question — Describe how specific product capabilities enable the functionality at the individual question level" is where the vendor should describe how it meets the requirement and why it is differentiated. Links to documentation, screenshots and demos to demonstrate the capability may be included for additional clarification when necessary. If it is on the near-term roadmap, note as such in the prescribed column.
2. Vendors are cautioned not to indicate functionality as "included in standard offering" when, in fact, that particular function is in development. If this is the case, vendors should note this fact in the prescribed column and indicate the expected date on which such features will be made generally available.
3. An omitted response will be assumed to be the same as a response code of "1 = Poor or absent."
4. Any deviation from the response codes will be recoded at the discretion of Osage Casino.
5. By responding in the affirmative to a capability item, the vendor agrees to support such capability within its product.

Functional Requirements Questionnaire

See the Excel attachment for the functional requirements questionnaire.

Please also address the following additional topics in detail as part of the functional requirements questionnaire.

Description of Solution and Pricing

Please itemize and describe all hardware, software and service components required (including product maintenance rates and associated privileges for bug fixes, upgrades and new versions), with associated prices. Also, include costs for recommended or required training and professional services. Independent of the quote for Osage Casino's specific requirements, please provide details of all available licensing options (perpetual, non-perpetual, subscription-based or other), product capabilities and functions. Please also describe platform deployment options available (on-premises, cloud, hybrid).

In addition to the requirements stated above, please detail any other product capabilities and functions that may be of interest to Osage Casino.

Product and Service History

Vendors should describe the history of their current Analytics and BI solutions, including: initial release date, current version number and development history (that is, if they were developed as a marketable package or as a solution for a particular organization).

Vendors shall list whether **all** source code will be made available for the application or, if it is not available, the name of the software escrow service used and the contact information and company policy regarding software escrow updates.

Vendors should provide detailed information as to the future direction of the product development.

Vendors shall indicate which third-party software packages are required for their services to function correctly (agents or clients for backup, software distribution and security, for example), and should clearly indicate who is responsible for purchasing and maintaining licenses for this software.

Vendors should provide a list of any user associations or public discussion areas relating to vendors' product or service offerings.

Product Support and Service Warranty

Vendors should provide a description of the support offerings available for the Analytics and BI platform and associated products, including geographic location of support centers with hours of availability listed.

In addition, vendors should provide a copy and description of all warranties associated with the proposed system.

Product Upgrades and New Version Releases

Vendors should describe:

- The process of new version releases and the application of service packs to the production system.
- The process by which opportunities for system enhancements are identified, screened, programmed, field-tested and released to users.
- Whether the upgrade methodology includes a tracking system to report on the status of the upgrade and record problems/bugs.

Solutions from Cloud Providers

Vendors should describe their experience with implementing their software in a cloud environment and/or provide details of any cloud services that their organization may provide.

Training

Vendors should describe what training of Osage Casino staff is required or recommended to support the implementation of their products and services. Vendors should also describe the resources required for the training mentioned above, such as training venue, internet and computer access, number of training sessions for different roles, as well as the mechanism to review/assess the effectiveness of the training.

Skill Set Requirements of Personnel

Vendors should describe the skills, roles and responsibilities needed to implement and support their product, as outlined in this proposal.

General Comments

Vendors should include any additional information that they feel would help Osage Casino to evaluate their submission.

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
 - Vendor license: \$500
 - Each vendor employee working remotely or on-site: \$50 per employee
- If project is between \$50,000 and 99,999.99
 - Vendor license: \$2,000
 - Each vendor employee working remotely or on-site: \$150 per employee
- If project is between \$100,000 and 249,999.99
 - 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 (\$100.00). 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.

Section I. 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.

Section II. 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.

Section III. Public Records

Information provided by the (blank) 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.

Section IV. Additional Services

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.

Section V. 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.

Section VIII. 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

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: Data Analytics and BI Platform RFP

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: