

REQUEST FOR PROPOSAL (RFP)



JUNE 9, 2020

OSAGE CASINOS – FIRE SUPPRESSION – ANNUAL INSPECTIONS

ARTICLE 1 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.

1.03 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.

1.04 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) Fire pumps
- j) FM-200 Systems
- k) Vent hoods
- l) Elevator smoke containment systems
- m) 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: Doyle Lippert
Address: 222 Allen Road
Bartlesville, OK 74003

Property: Tulsa
Building Code: 003
Building Maintenance Coordinator: Eugene Cunningham/ Michael Schott
Address: 951 West 36th Street North
Tulsa, OK 74127

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

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

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

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

Property: Ponca City
Building Code: 009
Building Maintenance Coordinator: Mike Crossland
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 4 SCHEDULES

4.01 RFP DELIVERY

PROPOSALS are to be received no later than **July 6, 2020 at 4:00 CST**. Submittals will be required electronically and/or hardcopy.

Email to Osage Casinos Procurement Office, Shelly Crayton via email at Shelly.crayton@osagecasinos.com.

4.02 LATE DELIVERY

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

4.03 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)

ARTICLE 5 ATTACHMENTS

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

5.01 Master Terms and Conditions

5.02 Business Relationship Affidavit

**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, (1) 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 (2) the Parties wish to enter into the Agreement in order for Vendor to provide certain goods and/or services to ONGE dba OC, and (3) 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. Force Majeure. Neither party shall be held liable for damages or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party or parties, including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, pandemic, omissions or delays in acting by any governmental authority, national or local emergency, or any other event similar to those enumerated above ("Force Majeure"), or when Force Majeure causes a party to suspend operations or temporarily shut down. Provided, however, that the party or parties so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue to use diligent, good faith efforts to avoid the effects of such Force Majeure event and to perform the obligation whenever such causes are removed. A party shall provide written notice to the other party within a reasonable time after the occurrence of the Force Majeure event, and the parties shall mutually seek a resolution of the delay or the failure to perform. All delivery dates under this Agreement that have been affected by Force Majeure shall be tolled for the duration of such Force Majeure. Notwithstanding the foregoing, should the event(s) of Force Majeure suffered by a party extend beyond a four-month period, the party may then terminate this Agreement by written notice to the other party, with the consequences of such termination as if this Agreement had expired.
7. Term. Notwithstanding any language to the contrary in the Agreement, 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.
8. 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.
9. 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.

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
