



# **REQUEST FOR PROPOSAL**

**Owners Representative**

**Project Name:**

**Osage Casinos  
Bartlesville Casino and Hotel  
&  
Pawhuska Casino and Hotel**

**Due Date:**

**December 8, 2020**

**Issued By:**

**Osage Nation Gaming Enterprise**

Osage Casinos

1211 W. 36<sup>th</sup> Street North, Tulsa, OK 74127

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## **Section I. General Notice**

### **I. Owner:**

#### **Osage Casinos**

Facilities Director      Bruce Cass  
Phone:                      918-699-7849  
Email:                      bruce.cass@osagecasinos.com

#### **Osage Casinos**

Procurement Officer      Shelley Crayton  
Phone:                      918-699-7817  
Email:                      shelley.crayton@osagecasinos.com

### **II. Project:**

The Osage Casino (OC) is requesting proposals from qualified registered professional Owner Representative (OR) for projects related to:

- I. Casino New Construction
- II. Hotel Construction
- III. Food & Beverage Construction
- IV. Conference & Event Center Construction

### **III. Response to Request for Proposal shall be submitted as follows:**

#### **Mail To:**

Osage Casinos  
Attention: Shelley Crayton, Procurement Officer  
1211 W. 36<sup>th</sup> Street North  
Tulsa, OK 74127

#### **Date & Time:**

No later than **4:00 Central Time, December 8, 2020**

Proposals received after this time will be considered null and void and will not receive further consideration. Miss-deliveries, late, or faxed submittals will be considered non-responsive.

Submitting a proposal will represent that you have fully reviewed and fully understand the terms of the RFP.

Each proposal shall be submitted with **five (5) printed sets** and **one (1) electronic set** in PDF format on CD/DVD/Thumb Drive to Osage Casinos. Proposals shall be submitted in an envelope clearly marked indicating the Project Title.

Questions directly relating to any matter contained in this Request for Proposal (RFP) shall be directed to:

Osage Casinos: Shelley Crayton, Procurement Officer  
Email: shelly.crayton@osagecasinos.com

All questions must be received in writing utilizing the RFI form (**Addendum F**) no later than three (3) business days prior to RFP deadline. Substantive questions and answers will be made available to all known RFP recipients. When appropriate, revisions, substitutions, or clarifications shall be issued as official addenda to this RFP.

#### **IV. Awarding**

- I. The project will be awarded in compliance with the **Osage Nation Competitive Bidding Act** ONCA 19-36
- II. RFP will be awarded by December 15, 2020
- III. All offerors will be notified in writing when their proposal has been awarded or is no longer considered for award.
- IV. Award of the contract is subject to a determination that the contractor is eligible to contract with the OSAGE CASINOS
- V. The Owner and its authorized representatives will review all proposals received, and may contact offerors to request further information, either in written form or in the form of a presentation to the Owner. The Owner may accept any given proposal as submitted, or may negotiate with offeror to establish terms most advantageous to the Owner. The decision of the Owner shall be final and not subject to appeal.

## **Section II. Project Description**

### **I. Project Name:**

Owners Representative for Bartlesville Casino and Hotel & Pawhuska Casino and Hotel

### **II. General Background:**

#### **Osage Casino**

The Osage Casino, 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 & Ponca City.

### **III. Project Information:**

The scope includes pre-construction services, design assistance, demolition & construction of the Osage Casino Bartlesville property. Final construction is contingent upon the approval of the Owner

#### **BARTLESVILLE:**

##### **SITE:**

- Site Area
  - +/- 125.48 Acres Total
  - +/- TBD Acres to be Developed
- Road Area (on-site) = TBD as required
- Hardscape Area (sidewalks) = TBD as required
- Landscape Area = TBD
- Parking (all surface) = 600 Spaces Total
  - Guest self-park spaces (10'x18') = 542 +/- x 400sf per space = 216,800sf
  - Guest valet spaces = 0 (no valet required)
  - Bus spaces (15'x55') = 2 x 1,500sf per space = 3,000sf
  - Semi-Truck spaces (15'x70') = 6 x 1,700sf per space = 10,200sf
  - Employee park spaces (9'x18') = 50 x 350sf per space = 17,500sf
- Porte-cochere – 2 Lanes - Canopy = 4,500 SF
- Pool Area
  - Pool = 2,500sf
  - Spa = 150sf
  - Hardscape/Deck Area = 5,500sf
  - Landscape Area = 1,500sf
  - Pump Room & Restrooms & Storage = 800sf
- Service Yard Area (central plant in box/electrical yard/loading) = +/- 20,000sf

##### **LOWRISE:**

- Casino = 25,000sf
  - 500 Slots @ 45sf per slot = 22,500sf
  - 4 table games @ 200sf per table = 800sf
  - Misc. area = 1,700sf
- Restrooms(2 sets) = 2,000sf
- F&B 1 “Sports” = 2,200sf
  - w/70 seats total
  - w/20 seat bar = 900sf
  - w/50 seat dining = 1,300sf
  - Allow for small performance area on floor

- F&B 2 “TBD” = 7,500sf
    - w/TBD seats total
    - may be shell space at opening – TBD during design/build duration
  - Meeting = 11,000sf
    - 1 banquet room devisable into 3 rooms = 7,500sf
    - Pre function = 2,500sf
    - Restrooms(1 set) = 1,000sf
  - BOH Low-rise Support = 28,000sf
- HOTEL:**
- 100 keys (Allow for Future expansion of 100 keys)
    - Similar room layout/design as Tulsa
    - +/- 85 - typical rooms – 13'-4" wide bay (King +/- 350sf & Double Queen +/- 380sf)
    - +/- 15 - 2-bay Suites – 26'-8" wide bay (=/- 760sf)
    - Corridors – 5'-3 1/2" clear width + 1'-6" door drops (same as Tulsa)
    - Fitness Room = 760sf
    - Vending room w/ice each level
    - 2 Guest elevators & 1 Service elevator
    - 2 station check-in counter
    - Small Lobby Lounge area + business desk area
  - BOH Hotel Support = 12,000sf

### **PAWHUSKA:**

#### **SITE:**

- Site Area
  - +/- 63.10 Acres Total
  - +/- TBD Acres to be Developed
- Road Area (on-site) = TBD as required
- Hardscape Area (sidewalks) = TBD as required
- Landscape Area = TBD
- Parking (all surface) = 350 Spaces Total
  - Guest self-park spaces (10'x18") = 300 +/- x 400sf per space = 120,000sf
  - Guest valet spaces = 0 (no valet required)
  - Bus spaces (15'x55") = 2 (to be confirmed) x 1,500sf per space = 3,000sf
  - Semi-Truck spaces (15'x70") = 6 x 1,700sf per space = 10,200sf
  - Employee park spaces (9'x18") = 42 x 350sf per space = 14,700sf
- Porte-cochere – 2 Lanes - Canopy = 4,500 SF
- Pool Area
  - Pool = 1,500sf
  - Spa = 150sf
  - Hardscape/Deck Area = 3,500sf
  - Landscape Area = 1,000sf
  - Pump Room & Restrooms & Storage = 800sf

- Service Yard Area (central plant in box/electrical yard/loading) = +/- 20,000sf  
LOWRISE:
- Casino = 12,000sf
  - 250 Slots @ 45sf per slot = 11,250sf
  - 2 table games @ 200sf per table = 400sf
  - Misc area = 750sf
- Restrooms(2 sets) = 1,400sf
- F&B “Sports”= 3,000sf
  - w/100 seats total
  - w/20 seat bar = 900sf
  - w/80 seat dining = 2,100sf
  - Allow for small performance area on floor
- Meeting = 7,800sf
  - 1 banquet room devisable into 3 rooms = 5,000sf
  - Pre function = 1,800sf
  - Restrooms(1 set) = 1,000sf
- BOH Lowrise Support = 20,000sf  
HOTEL:
- 75 keys (Allow for Future expansion of 75 keys)
  - Similar room layout/design as Tulsa
  - +/- 67 - typical rooms – 13’-4” wide bay (King +/- 350sf & Double Queen +/- 380sf)
  - +/- 8 - 2-bay Suites – 26’-8” wide bay (=/- 760sf)
  - Corridors – 5’-3 1/2” clear width + 1’-6” door drops (same as Tulsa)
  - Fitness Room = 760sf
  - Vending room w/ice each level
  - 2 Guest elevators & 1 Service elevator
  - 2 station check-in counter
  - Small Lobby Lounge area + business desk area
- BOH Hotel Support = 8,000sf

#### **IV. Project Location(s):**

Bartlesville Casino Hotel site  
Near  
Bartlesville, OK74006

Pawhuska Casino Hotel site  
Near  
Pawhuska, OK 74056

#### **V. Proposed Project Schedule:**

Plan to begin services at award of RFP. Construction would begin once all plans have been reviewed and approved by owner and a notice to proceed is issued.

### **Section III. Scope of Services**

The OR shall serve as the Owner's principal agent in providing the services described in this RFP. The owner reserves the right to modify, postpone, and/or cancel the contract for any reason whatsoever at the conclusion of any single phase and prior to the start of a subsequent phase.

The following is a description of the responsibilities and duties of an Owner's Construction Representative.

1. Attend all meetings between OWNER and Architect and/or Construction Manager at Risk(CMAR).
2. Assist Architect/CMAR with programming of facility to meet OWNER's needs.
3. Assist OWNER and Architect/CMAR with establishment of a preliminary project budget, including design & construction fees.
  - a. Provide input and assistance in developing the final project budget.
5. Provide input to Architect/CMAR in establishing a preliminary project schedule.
6. Aid OWNER in determining most economical & practical method for purchase of materials.
  - a. If OWNER elects to purchase materials directly, assist OWNER's finance staff in setting up procedure for pre-approval of vendors, Contractor's purchase requisition process & OWNER's purchase order for obtaining materials.
  - b. Review and approve all requests for materials to be purchased under this system.
  - c. Review all invoices for payment from approved vendors.

Regardless of when OR services are acquired, the OR shall perform the following tasks:

1. Provide assistance to OWNER, Architect and CMAR in development of the overall project schedule. Monitor the schedule in conjunction with the CMAR and aid in development of schedule updates.
2. Review insurance requirements of the Contract with OWNER, Architect and CMAR. Keep records of all insurance applications and filings.
3. Review overall project budget on a regular basis with the OWNER, Architect and CMAR. Provide assistance in preparation of regular updates to the project budget. Evaluate the design and construction process and advise the OWNER on opportunities for project savings.
4. Review the permitting and inspection process applicable to the project with the OWNER and Architect. Assist in determining responsibility for obtaining all necessary permits applicable to the project. Aid OWNER in obtaining all required



permits, inspections and variances necessary on the project. Maintain records of all inspections and reports pertaining to the project.

5. Provide assistance and guidance to OWNER, Architect and CMAR in obtaining services of an Independent Third Party Testing Laboratory to perform all construction testing required by the Construction Contract. Maintain records of all reports and testing results generated as part of the project. Review all reports and coordinate addressing of deficiencies/problems identified in such reports.
6. Maintain a complete set of project plans and specifications, including copies of all revisions. Obtain and keep on file a copy of all agreements between the OWNER and Architect and the OWNER and CMAR. Also, obtain and keep on file copies of agreements between the CMAR and all subcontractors.
  - a. OR shall have access to all project submittals, RFP's, ASK's, ASI's and all other project relevant documents for the duration of the project.
  - b. OR shall be provided copies of all Requests for Information (RFI) and/or correspondence seeking clarification between the CMAR and his subcontractors' consultants.
  - c. OR shall keep a daily log of site conditions and summaries of work completed and the CMAR's workforce, as well as photographic records of the work progress.
7. Review all invoices and payment applications submitted by the Architect, CMAR and any other consultants or vendors on the project.
  - a. OR shall review invoices and payment applications and compare them to the anticipated draw schedules submitted as part of all agreements.
  - b. OR shall review all change order requests and applications for amendments to all agreements, and shall present a written recommendation for acceptance or rejection to OWNER. OR shall have the authority to negotiate costs and shall advise the owner on the validity of each request and its effect on project budget and schedule.
  - c. OR shall advise OWNER as to appropriateness of payment applications and change order requests. OR shall sign all such submitted documents certifying their acceptability for payment or execution.
8. Provide and maintain qualified staff on-site sufficient **(minimum of 3-5 days per week on-site or less with Owners approval)** to manage the Project to determine whether work is being performed in compliance with the CONTRACT documents and all agreements between the OWNER and Architect or CMAR. Where discrepancies occur, bring these discrepancies to the attention of the offending party, monitoring to determine that discrepancies are brought to a satisfactory resolution.
  - a. At no point shall this requirement relieve the Architect or CMAR or any of his subcontractors from performing the work of the project in conformance to the Contract Documents.
  - b. The CMAR shall be responsible for the safety of the site. The OR may notify the CMAR of items or issues that appear to be a hazard to safety, but shall only halt work in the event the OR observes an imminent danger to the

workers or the project.

9. Monitor all work in progress to determine if the quality of the work is in compliance with the Contract Documents. In the event of a deficiency, provide prompt written notice of such deficiency to the responsible party and to the OWNER, as well as notifying the Architect.
  - a. The OR may make recommendations for corrective actions when deficiencies are noted. However, the responsibility for the design of the project rests with the Architect and all recommendations shall be reviewed with the Architect prior to implementation.
  - b. The OR shall document all deficiencies noted and the corrective actions taken.
  - c. Failure of the OR to identify deficiencies in the work shall not relieve the Architect, CMAR or any subcontractor from their responsibility to conform to the Contract Documents.
10. Coordinate the Contractor's use of the site.
11. Coordinate the activities of the CMAR with any other Contractors who may be working at the project site, as well as with the activities of the OWNER and Architect.
12. Participate in regular project meetings with the CMAR and his subcontractors.
13. Coordinate and facilitate regular meetings between the OWNER, Architect and CMAR, including setting the agenda for these meetings and organizing the meetings locations, etc.
  - a. Assist OWNER, Architect and CMAR in resolving disputes that may arise.
14. Provide OWNER and/or Architect regular reports of the progress of the project, including information on schedule, budget, quality, safety and general project information. Written reports shall be submitted once a month or as otherwise deemed necessary, and oral reports shall be provided as necessary.
15. Assist the CMAR in collecting and cataloguing all operating and instruction manuals for equipment and systems installed as part of the project. Insure OWNER's personnel receive proper training on the operation and maintenance of the equipment and systems.
  - a. Review as-built drawings and information for accuracy and notify the appropriate party of and deficiencies in such drawings and information, or of any other errors that become known.
  - b. Verify that all warranty information is provided as required and is turned over to OWNER upon completion of the work.
  - c. Use reasonable efforts to verify that all furnishings, fixtures and equipment are acceptable under the OWNER's standards.
  - d. Take steps to make sure the project site is cleared of all equipment, trailers and debris and is free of liens and encumbrances.
16. Coordinate construction close-out activities with the Architect, CMAR and any subcontractors, including punch-list preparation, completion of corrective actions on

deficiencies, submittal of close-out documents, and recommendations on the release of amounts held in retainage.

17. Assist OWNER's personnel with move-in and use of the facility.
18. Provide follow-up assistance as needed and as agreed to in the agreement for services following project completion.
19. Submit all required project documentation to the OWNER in an organized and usable format.
20. Upon completion of the project, provide certification that, to the best of his professional knowledge, the project conforms to the Contract Documents.

#### **Section IV. Owner's Responsibilities**

- I. The Owner shall provide to the FIRM full, accurate and complete information regarding the requirements for the Project. FIRM shall be entitled to rely on accuracy of information provided.

#### **Section V. Submittal Requirements**

The FIRM is to complete the information below in the outline. The RFP response should be organized in accordance to the list of Submittal Requirements and Criteria. Substitute documents will not be accepted.

- I. Name of Firm, Address, and Telephone Number.
- II. List the name and qualifications of the persons who will be the key contact and/or manage this project.
- III. List other personnel in your firm who may also work on this Project and include the following. (Including consultants)
  - a. Employee Name
  - b. Years with the Firm
  - c. Experience
- IV. 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

- V. Design and Development Approach:
    - a. Submit in narrative and graphic form your firm's approach to project delivery.
  - VI. Schedule:
    - a. Submit in graphic or narrative form your firm's assessment of the proposed project as it relates to design, construction, and move-in schedule.
  - VII. Fee Schedule:
    - a. Provide your firm's fee schedule for services, with an estimated range of fees for requested services. (Actual fee will be negotiated after the final selection process).
- **Addendum E**

If only one qualified proposal is received, the contract is subject to the approval by the Owner.

## **Section VII. Selection Process**

### **I. Process:**

- a. The Owner's selection process of a FIRM follows these basic steps:
  - i. Receipt and review of proposals.
  - ii. Potential interview of short listed firms
  - iii. Select firm.
- b. OSAGE CASINOS will appoint a selection committee to review, score, and rank the RFP's.
- c. Once your firm has been notified of being selected. The awarded firm will also be responsible for completing the vendor licensing requirements with the Osage Nation Gaming Commission & Osage Nation Tax Commission **within 7 days** of award. By submitting a proposal, you agree to execute the required contract. The following is required language and by submission of your bid you agree to the following contract language and submittal of all licensing information and costs:
  - i. **Governing Law and Venue.** The Parties agree that this Contract 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 Contracts 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 Contract 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.

- ii. **License.** (1) All vendors of gaming equipment, supplies, or services are required by law to be licensed by the Osage Nation Gaming Commission. **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..**

**Selected firm will be required to apply and receive a gaming-related license. Cost \$5,000.00 (company license) and \$50.00 on-site license for individual licenses.**

- d. Negotiations with the highest-ranked FIRM may be formally terminated if they fail to result in a contract **within 60 days** of award. Negotiations will then ensue with the second-ranked FIRM and, if necessary, the third-ranked FIRM, and so on, until the negotiations result in a contract. If subsequent rounds of negotiation fail to result in a contract within a reasonable amount of time, the solicitation may be formally terminated.
- e. OSAGE CASINO reserves the right to:
- i. Amend, modify, or withdraw this RFP.
  - ii. Require supplemental statements or information from FIRM.
  - iii. Accept or reject any and all proposals.
  - iv. Waive or correct any irregularities in proposals after prior notice to the offeror(s).
  - v. Negotiate with alternative FIRM, 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 FIRM except pursuant to a written contract of services, duly executed by the FIRM 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. Professional abilities of the FIRM in working on Casino projects.

- b. Relevant experience of the FIRM in working on Casino projects.
- c. Qualifications of personnel to be directly involved with this project.
- d. The FIRM's Fee Schedule - Sample – **Addendum E**
- e. Specialized qualification of the FIRM and its team members.
- f. Preference for Osage owned firms.

## **Section VIII. Public Records**

Information provided by a FIRM 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 IX. 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 FIRM shall provide cost information sufficient to enable OSAGE CASINO to perform a cost analysis.
- II. Additional services shall be at the rates specified in the contract. Allowable costs shall include the actual cost of work, appropriate overhead expenses, and reasonable profit.
- III. Records of the FIRM's Direct Personnel Expense pertaining to the Project shall be kept in accordance with generally accepted accounting principles. OSAGE CASINO, ONGC or its authorized representatives, shall have full and free access to such records, including the right to audit, and to make transcripts from such records.

## **Section X. Ordinances**

The FIRM 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.

### **SECTION 20. 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.

For a complete copy of the Osage Nation Competitive Bidding Act please contact Callie Catcher.

## **Section XI. Insurance**

See Addendum D

All Contracting firms' insurance policies shall name:

Osage Nation

Osage Nation Gaming Enterprise

Osage Casino

and any other parties requested by owner as additionally insured.



**Addendum - A**



**General Information Sheet**

Legal Name: \_\_\_\_\_

D.B.A Name: \_\_\_\_\_

Business Mailing  
Address: \_\_\_\_\_

Business Physical  
Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact or Rep: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Services: \_\_\_\_\_

Type of Goods: \_\_\_\_\_

Submitted By: \_\_\_\_\_  
(Print Name) (Date)

\_\_\_\_\_  
(Signature)

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Please review and forward the attached information  
in a timely manner.

**Addendum - B**

**ACKNOWLEDGEMENT AND CONSENT**

1. 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.

2. 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.

3. 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.** Any persons or entities providing the ONGE with non-gaming related services, goods, or supplies as defined in Section 204.1 of the Osage Nation Gaming Commission’s regulations, must register with 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 THE NON-GAMING VENDOR HAS REGISTERED WITH THE OSAGE NATION GAMING COMMISSION. FAILURE TO REGISTER OR RE-REGISTER SHALL BE DEEMED A MATERIAL BREACH OF THIS AGREEMENT AND SHALL RENDER THIS AGREEMENT NULL AND VOID.** Vendor shall provide ONGE a copy of its vendor license or evidence of registration when received, or if currently licensed or registered, shall attach a copy to the Agreement. Vendor shall likewise provide ONGE with copies of any licenses required by the Osage Nation Tax Commission.

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

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I hereby acknowledge that I have read the foregoing terms and conditions and understand that, by submitting a proposal in response to this RFP, 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.

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Signature

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Date

## Addendum - C

### **VENDOR LICENSE REQUIREMENT and NON-COMPLIANCE CONSEQUENCES**

#### **ACKNOWLEDGEMENT**

The Osage Nation Gaming Enterprise d.b.a. Osage Casino is a wholly-owned unincorporated enterprise of the Osage Nation, a federally recognized Indian tribe. The Osage Nation has entered into a Compact with the State of Oklahoma to conduct Class III gaming. The Compact, as well as the Osage Nation Gaming Statute, requires all persons or entities that conduct business with the Osage Casino to be licensed in accordance with the rules and regulations of the Osage Nation Gaming Commission.

By law, all persons or entities transacting business with Osage Casino for goods and/or services are required to be licensed by the Osage Nation Gaming Commission. (*Rules and Regulations of the Osage Nation Gaming Commission Part 202 (2007)*)

No contract between the Osage Casino and any person or entity required to be licensed by the Osage Nation Gaming Commission shall be valid or enforceable until such person or entity has been granted a vendor license by the Osage Nation Gaming Commission. Failure by a vendor to apply for, secure, and maintain the requisite vendor license shall be deemed a material breach of the contract, and shall render the contract null and void. The Osage Casino is prohibited by law from conducting any further business with or remitting any payment to such vendor until the vendor is licensed by the Osage Nation Gaming Commission.

It shall be the responsibility of the vendor wishing to do business with the Osage Casino to complete and submit any necessary application forms; pay any necessary licensing fees; and secure the requisite license prior to providing any goods and/or services.

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I hereby acknowledge that I have read the above information and understand that I and/or my business may be required by law to obtain a vendor license from the Osage Nation Gaming Commission, and that it is my affirmative duty to obtain and maintain any required vendor license. I further understand that if I fail to timely acquire or am denied a required license, the law prohibits the Osage Casino from making payment to myself or my business for goods or services rendered without a license.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Business Address

Vendor Licensing Contact Information  
Osage Nation Gaming Commission  
612 Leahy, Pawhuska, OK 74056  
(918) 287-5529

## Addendum - D

### Certificate of Liability Coverage Tiers

<b>Tier</b>	<b>Workers Comp</b>	<b>Commercial Liability</b>	<b>Business Auto Liability</b>
1	\$500,000 <sup>(1)</sup>	\$1,000,000 <sup>(4)</sup>	\$1,000,000 <sup>(7)</sup>
2	\$1,000,000 <sup>(2)</sup>	\$2,000,000 <sup>(5)</sup>	\$1,000,000 <sup>(7)</sup>
3	\$2,000,000 <sup>(3)</sup>	\$5,000,000 <sup>(6)</sup>	\$3,000,000 <sup>(8)</sup>
4	\$5,000,000 <sup>(9)</sup>	\$7,000,000 <sup>(10)</sup>	\$5,000,000 <sup>(11)</sup>

- These amounts are the minimums and you can elect to have higher amounts.
- A Commercial Umbrella or Excess Liability policy is acceptable to achieve the limits in Tier 2, 3 and 4 (as required).
- When you order a Certificate of Liability for us, please have it listed as the following as the Additional Insured:

Osage Nation  
Osage Nation Gaming Enterprise  
Osage Casino  
1211 West 36<sup>th</sup> St North  
Tulsa, OK 74127

1. Workers' Compensation affording coverage under the Workers' Compensation laws of the State of Oklahoma and Employer's Liability coverage subject to a limit of no less than \$500,000 each employee, \$500,000 each accident and disease and \$500,000 policy limit.
2. Workers' Compensation affording coverage under the Workers' Compensation laws of the State of Oklahoma and Employer's Liability coverage subject to a limit of no less than \$1,000,000 each employee, \$1,000,000 each accident and disease and \$1,000,000 policy limit.
3. Workers' Compensation affording coverage under the Workers' Compensation laws of the State of Oklahoma and Employer's Liability coverage subject to a limit of no less than \$2,000,000 each employee, \$2,000,000 each accident and disease and \$2,000,000 policy limit.
4. Commercial General Liability Insurance for limits of \$1,000,000 per occurrence Bodily Injury and Property Damage combined, \$1,000,000 per occurrence Personal and Advertising Injury, \$2,000,000 Aggregate Products and Completed Operations Liability and \$2,000,000 General Aggregate limit.
5. Commercial General Liability Insurance for limits of \$2,000,000 per occurrence Bodily Injury and Property Damage combined, \$2,000,000 per occurrence Personal and Advertising Injury, \$3,000,000 Aggregate Products and Completed Operations Liability and \$3,000,000 General Aggregate limit.
6. Commercial General Liability Insurance for limits of \$5,000,000 per occurrence Bodily Injury and Property Damage combined, \$5,000,000 per occurrence Personal and Advertising Injury, \$5,000,000 Aggregate Products and Completed Operations Liability and \$5,000,000 General Aggregate limit.
7. Business Automobile Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 combined and covering all owned non-owned and hired vehicles.
8. Business Automobile Liability Insurance for Bodily Injury and Property Damage in the amount of \$3,000,000 combined and covering all owned non-owned and hired vehicles.
9. Workers' Compensation affording coverage under the Workers' Compensation laws of the State of Oklahoma and Employer's Liability coverage subject to a limit of no less than \$5,000,000 each employee, \$5,000,000 each accident and disease and \$5,000,000 policy limit.
10. Commercial General Liability Insurance for limits of \$7,000,000 per occurrence Bodily Injury and Property Damage combined, \$7,000,000 per occurrence Personal and Advertising Injury, \$7,000,000 Aggregate Products and Completed Operations Liability and \$7,000,000 General Aggregate limit.
11. Business Automobile Liability Insurance for Bodily Injury and Property Damage in the amount of \$5,000,000 combined and covering all owned non-owned and hired vehicles.

## Addendum - E

### FEE SCHEDULE

#### Preconstruction Services

The preconstruction costs are to be based on the following conditions:

1. A GMP completed by the date designated by the Project Manager.
2. Assume 90 calendar days (maximum) of preconstruction from the date of notice from the owner.
3. Include any and all reimbursable costs associated with preconstruction services in total cost.
4. OSAGE CASINO will not pay for personnel costs designated for construction services during the preconstruction phase.
5. The construction phase will only begin upon establishment of a GMP and a Notice To Proceed has been issued.
6. The FIRM will be expected to attend weekly preconstruction meetings at the OSAGE CASINO office(s).

Total Preconstruction Costs (Fixed): \$ \_\_\_\_\_

#### Extended Preconstruction Services

1. Monthly Preconstruction Cost should preconstruction services be extended by OSAGE CASINO (Fixed)

Extended Preconstruction Services (Fixed): \$ \_\_\_\_\_

#### Construction Services

##### **General Conditions**

1. Monthly General Conditions \$ \_\_\_\_\_
2. Number of Months For Construction Only \_\_\_\_\_ calendar days

General Conditions Total (Fixed): \$ \_\_\_\_\_

##### **Percentage Based Costs**

Insurance Cost (per Insurance Requirements in RFP) \_\_\_\_\_ % \$ \_\_\_\_\_

OP Fee (2) (3) \_\_\_\_\_ % \$ \_\_\_\_\_

**Notes:**

1. Enter **BOTH** percentages and dollar values in above table.
2. Fee percentage shall be based on Services provided requested in the RFP (Nation Taxes, Contingencies, etc. shall NOT be included as basis of compensation of fees).
3. Base above percentages on **\$70 Million Hard Construction Costs**.
4. Final Hard Construction Costs will be determined by the establishment of the GMP.

PREPARED BY:

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(Signature)

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(Name)

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(Title)

## Addendum – F



### **BUSINESS RELATIONSHIPS AFFIDAVIT**

Project Name: Owners Representative – Bartlesville Casino Hotel & Pawhuska Casino Hotel

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 the architect, engineer, 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).*

Signature\_\_\_\_\_

Title\_\_\_\_\_

Subscribed and sworn to before me this day \_\_\_\_ of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

## **Addendum – G**

### **Request For Information (RFI) Form**

All RFIs must be emailed to: [ccather@osagenation.nsn.gov](mailto:ccather@osagenation.nsn.gov)

PROJECT TITLE: Osage Casinos Owners Rep – Bartlesville Casino Hotel & Pawhuska Casino Hotel

RFI #:

SUBJECT:

Drawing Reference:

Specification Reference:

INFORMATION REQUESTED:

Attachment(s):

POC NAME:

POC ORGANIZATION:

POC PHONE:

POC EMAIL:

RESPONSE:

Attachment(s):

POC NAME:

POC ORGANIZATION:

POC PHONE:

POC EMAIL: