



REQUEST FOR PROPOSALS

for

Design Build Services

Project Name:

Skiatook Casino Hotel Pool Replacement

Due Date:

January 27, 2021

Issued By:

Osage Casino

1211 West 36th Street North, Tulsa, OK 74127

Phone: 918-699-7849 • Fax: 918-699-7790

REQUEST FOR PROPOSAL

Pool Design Build

Osage Casinos is taking proposals for the design and construction of a pool to be located at the existing Osage Casino and Hotel in Skiatook, OK. This will be a comprehensive scope of work to follow the description of work below to include the evaluation of the existing pool equipment and recommendation, complete design of the pool, hot tub/spa, pool equipment and piping, utilizing the existing equipment room, and pool deck. This design shall include all engineering for the pool, pool deck, and hot tub/spa.

Proposals can be **mailed** or **delivered** in person (not more than 96 hours ahead of bid date/time) to 1211 W. 36th Street North Tulsa, OK 74127 attn: Procurement Officer for Osage Skiatook Casino Pool Design Build RFP.

The Owner shall receive proposals until **4:00 PM CDT**, January 27, 2021 for Pool Design Build Project RFP. Proposals can be **mailed** or **delivered** in person (not more than 96 hours ahead of bid date/time) to 1211 W. 36th Street North Tulsa, OK 74127 attn: Shelley Crayton, Procurement Officer for Osage Skiatook Casino Pool RFP.

The bid shall be enclosed in a sealed envelope plainly marked and addressed as follows:

The **name and address of the bidder** shall appear in the upper left-hand corner of the envelope.

The lower left hand corner of the envelope shall be marked: **PROPOSAL FOR: Skiatook Casino Hotel Pool RFP**

The envelope shall be addressed in the lower right hand corner to:

Osage Casinos – Pool Design Build RFP

Attention: Shelley Crayton

1211 W. 36th Street North
Tulsa, OK 74127

All proposals will be reviewed, rated and ranked by the owner in compliance with the ONCA 19-36 Gaming Competitive Bidding Act.

Proposals received after the official stated time or more than ninety-six hours, excluding Saturdays, Sundays and Holidays, before the official stated time set for the opening of bids, will not be accepted. No bids may be submitted, changed, or withdrawn after the time of the opening of the bids. Pursuant to "Osage Nation Competitive Bidding Act". 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 for a Gaming License and Business License.

Osage Casinos (per the Osage Nation Competitive Bidding Act) reserve the right to reject any or all bids or to waive any formalities or irregularities in any bid, and to accept the bid or bids which seem most advantageous to the Owner. Osage Preference will be applied in awarding the contracts, but the firm for which preference would apply must have at least 5 years of experience in the work being bid and meet all specification requirements. Joint ventures that do not meet the terms of the preference law will not be

accepted. It will not be allowed for a firm with preference to submit a bid to attain preference and then subcontract to another firm to perform the work. The firm with preference must perform the work.

There will not be a PRE-BID MEETING, but the site will be available for all to review and it is recommended.

The Plans & Specifications are available at the following link:

<https://www.osagecasino.com/corporate-relations/>

Attention to the following proposal requirements:

Complete, sign and include Attachments found at the end of this bid package document along with your bid form with your sealed bid.

Attachments A, B, C, D, E, F, & G Cashier's check, certified check, or Surety Bid Bond for 5% of Base Bid required for all bids over \$50,000.

Performance, Payment, & Maintenance bonds will be required by the selected contractor for any bid over \$200,000. Include these bond costs in your bid amount.

Provide qualifications justifying your experience performing design build projects, a company profile, and pictures of similar completed projects, including similar projects and associated references.

A list of equipment and associated cut sheets showing all proposed equipment

All questions shall be furnished in writing to:

Shelley Crayton shelley.crayton@osagecasinos.com

Design and Construction Requirements

Below are the specific options that must be included in your proposal. Review the items below and incorporate into a "base bid" and provide pricing in the line item below. It is acceptable to offer voluntary alternate pricing for items that are not included below, but it is required to provide pricing along with a detailed description of the alternate and provide it as a separate line item as an add or deduct alternate below your initial bid based on the information below. Include the costs to produce a set of drawings for submission for health department approval.

It is the discretion of the Osage Nation if this submission will be required. This design shall follow all applicable codes. The design shall include architectural plans, structural, and MEP for a complete set of documents.

Specifications shall be included and can be incorporated into the drawings at a minimum. All disciplines of the design have to be signed and sealed to do business in the State of Oklahoma. See the "Schedule" attachment for the design and construction. **Enclose company information, similar projects, references for those projects, design firm company information, design firm similar projects.**

Pool:

- Pool structure: Gunite with structural requirements per design engineer

- Pool finish: Plaster with 12" of ceramic tile around the pool under the coping.
- Typical Gutters and cleanouts
- Coping material: Formed bullnose concrete with expansion between coping and deck.
- Sun bathing shallow area: include a portion of the pool as shown on the plan for a shallow sunbathing area. This entire shallow area will be tile with bullnose tile trim at transition from shallow to deep.
- Entry steps: Include a set of steps and handrail on either side of the pool (1 set total)
- General size and depth: Reference site plan for sizing and geometry.
- Lighting: See alternate below
- Include a cover with deck inserts
- Include a capillary stone layer under the pool of at least 12" to allow for ground water to dissipate and drain away.

Hot Tub:

- Hot Tub finish: Plaster with 12" of ceramic tile around the pool under the coping.
- Coping material: Formed bullnose concrete with expansion between coping and deck.
- Include a cover with deck inserts
- Include one set of steps and handrail and the rest of the hot tub will be a continuous bench. Plaster will be the finish on the bench and steps.

Equipment Room:

- Evaluation of the existing pool equipment room to determine the need for additional space, adequate ventilation for the chemical and equipment along with evaluation of the mechanical equipment for the space.
- Dimensions of pool equipment building: Sized per architectural plan shown in attachment "G", but should it not be large enough to house all equipment, provide comments attached with your bid if you believe adjustments are required.
- Include installation of eyewash and code required safety equipment/items.
- Include the necessary equipment to convert the pool and hot tub to chemically treated system.

Pool Equipment

- Include a vacuum sand filter
- Include a chemical controller that is automated and allows for a network connection and remote monitoring and adjustment.
- Include a chlorine feeder and acid feeder sized appropriately for the pool volume.
- Include a plastic Chlorine storage tank to which the feeder can connect
- Include a UV sterilizer
- Include a thermometer that is connected to the controller.
- Evaluate re-using the existing heater insuring it is sized appropriately for the pool volume and include the necessary ductwork and exhaust flue. Gas line and connections by owner.
- Allow for sanitary line capable of supporting the backwash and necessary equipment.

- Include all necessary VFD's and motor starters for equipment.

Pool Deck:

- 5" 4000 psi AE concrete pool deck with prepared subbase per the geotechnical report (provided by owner).
- Deck coating and finish; Concrete sidewalk with broom finish. See alternates below for other options.
- Make all necessary tie ins to the existing deck which may remain in place during removal and reconstruction of the pool deck area.

MEP & Utilities:

- This proposal is to be all inclusive of all electrical, low voltage, plumbing, and HVAC required for operation and installation of complete systems.
- Include cast iron (heel proof) area inlets in the pool deck with complete storm system to drain to the north of the pool and extend 5'-0" past the pool deck.
- Include the installation of the sanitary and water from the pool/pool equipment room and extend 5'-0" past the edge of the pool deck to the North. Coordinate with Owner.
- Include a gas line to the pool heater and/or unit heater. Our plumber will do 100% of the gas line.
- Include a site sump extending under the pool structure with sight sump in the deck.
- Include no less than 6 recepts evenly spaced around the perimeter of the pool deck in planting beds or grass on an above ground weatherproof recep for general purpose power.
- Include a 1 ½" conduit from the casino ceiling plenum to the pool equipment room for telephone and a CAT cable to be installed by others. Include a pull string.
- Include the installation of conduit and wire from the Casino nearest exterior wall to provide power for the electrical panels for the equipment room and pool. Supply and install the electrical panel manufactured by Eaton in a NEMA weatherproof enclosure rated for the pool equipment room. Include PVC conduit or as required by code to reduce corrosion.

Landscaping and amenities

- Contractor is responsible for removal and replace of all landscaping to facilitate the complete removal and construction of the pool, spa and deck area. This includes the fence
- Pool design must include installation of complete landscaping consistent with the current layout including but not limited to the irrigation and all plantings, mulch, decorative rock, hedges and sidewalk
- Storm drainage grates and lines must be removed and replaced and considered in the design and construction
- Existing handrails shall be removed and saved for reuse at the pool and on the pool deck.
- Provide locations for cabana sites - Alternate
- Provide sun shade near the west side of the pool area - Alternate

ATTACHMENT "A"

AFFIDAVIT OF NONDISCRIMINATION, NON-SEGREGATED FACILITIES ANTI-COLLUSION AND BUSINESS RELATIONSHIPS

STATE OF

COUNTY OF

The undersigned of lawful age, being first duly sworn upon oath, deposes and states that I am the duly authorized agent of the bidder submitting the attached bid and am authorized by said Bidder to execute the within affidavit.

I further swear that if said Bidder is successful on this project, it will not discriminate against anyone in employment or employment practice because of race, color, religion, sex or national origin. The undersigned further states that said Bidder will comply with all federal and state laws and execute orders concerning the subject of nondiscrimination.

The undersigned further states that said Bidder does not and will not maintain or provide for its employees any segregated facilities as defined in the instructions to perform their services at any location under its control, where segregated facilities are maintained.

The Bidder further agrees that a violation of this certification is a breach of the equal opportunity clause of this bid and any contract awarded pursuant thereto. Said Bidder further agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods), it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand (\$10,000.00) which are not exempt from the provisions of the equal opportunity laws, and that said Bidder will retain such certifications in its files.

The undersigned further states that said Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from building; or with any state official or employees as to quantity, quality or price in discussions between Bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; and the Bidder/Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or any other entity) any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

The undersigned further states that any partnerships, joint ventures, or other business relationships that are now in effect, or existed within one (1) year prior to this statement, with the Architect, Engineer or other party to this project; or any such business relationships between any officer or director of the Bidder and any officer or director of the Architectural Engineering firm or other party to the project are described as follows:

NAME OF BIDDER:

By:

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

Notary Public

My Commission Expires:

Osage Casino- Tulsa



ATTACHMENT "B"

Safety Requirements & Site Policies

The contractor shall provide a safety plan to be reviewed and approved by the Owner prior to the commencement of work. Osage Casinos reserves the right to request additional safety measures as determined by the Owners designate representative.

ATTACHMENT "C"

Osage Casinos Insurance Requirements

(This will be included in the contract as a requirement and should be bid as such)

Insurance Minimum Requirements

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability.

1. Commercial General Liability (CGL) with limits of insurance not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. CGL coverage shall be written on ISO Occurrence for CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal advertising injury. General Contractor, Owner and all other parties required of the General Contractor, shall be included as additional insured's with completed operations on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or CG 2010 (10/93) AND CG 20 37 or CG2033 and CG 2037 or an endorsement providing equivalent coverage to the additional insured's. This insurance for the additional insured's shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insured's for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 2 years after the completion of the Work.

Provide Stop Gap Coverage, if applicable, for the following states; North Dakota, Ohio, Washington, West Virginia or Wyoming.

2. Automobile Liability

Business Auto Liability with limits of at least \$1,000,000 each accident.

Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

General Contractor, Owner and all other parties required of the General Contractor, shall be included as Primary and Non-Contributory Additional insured's on the auto policy.

3. Commercial Umbrella

Umbrella limits must be at least \$1,000,000.

Umbrella coverage must include as insured's all entitles that are additional insured's on the CGL.

Umbrella coverage for such additional insured's shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than CGL, Auto Liability and Employers Liability coverage's maintained by the Subcontractor.

4. Workers Compensation and Employers Liability

Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each accident for injury by disease. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

Maintain monopolistic coverage, if applicable, for the following states; North Dakota, Ohio, Washington, West Virginia or Wyoming.

5. Builder's Risk Insurance

Upon written request of the Subcontractor, the Contractor shall provide the Subcontractor with a copy of the Builder's Risk policy of insurance or any other property or equipment insurance in force for the Project and procured by the Owner or Contractor.

If the Owner or Contractor has not purchased Builder's Risk insurance satisfactory to the Subcontractor, the Subcontractor may procure such insurance as will protect the interests of the Subcontractor, its subcontractors and their subcontractors in the Subcontract Work.

If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Subcontract documents, the Subcontractor shall procure and maintain at the Subcontractor's own expense, property and equipment insurance for the Subcontract Work including portions of the Subcontract Work stored off the site or in transit, when such portions of the subcontract Work are to be included in an application for payment under Article 8.

6. Professional Liability Insurance

The Subcontractor shall require the Designer(s) to maintain Project Specific Professional Liability Insurance with a company satisfactory to the contractor, including contractual liability insurance against the liability assumed in Paragraph 3.8, and including coverage for any professional liability caused by any of the Designer's (s') consultants. Said insurance shall have specific minimum limits as set forth below:

Limit of \$1,000,000 per claim.

General Aggregate of \$2,000,000 for the subcontract services rendered.

The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all subcontract services rendered by the Designer. Said insurance shall be continued in effect with an extended period of one (1) year following final payment to the Designer. Such insurance shall have a maximum deductible amount of \$25,000 per occurrence. The Subcontractor shall require the Designer to furnish to the Subcontractor and contractor, before the Designer commences its services, a copy of its professional liability policy evidencing the coverage required in this Paragraph.

No policy shall be cancelled or modified without thirty (30) days prior written notice to the subcontractor and Contractor.

Waiver of Subrogation

Subcontractor waives all rights against the Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, builder's risk, or workers compensation and employers liability insurance maintained per requirement stated above and to the fullest extent allowed by law.

Number of Policies

Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

Cancellation, Renewal and Modification

The Subcontractor shall maintain in effect, all insurance coverage required under this Agreement at the Subcontractor's sole expense and with insurance companies acceptable to the Contractor. The policies shall contain a provision that coverage will not be cancelled or not renewed until at least thirty (30) days prior written notice has been given to the Contractor. Certificates of insurance showing required coverage to be in force pursuant to Subparagraph 9.2.2 shall be filed with the Contractor prior to commencement of the Subcontract Work. In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, the Contractor may purchase such coverage as desired for the Contractor's benefit and charge the expense to the Subcontractor, or terminate this Agreement.

Continuation of Coverage

The Subcontractor shall continue to carry Completed Operations Liability Insurance for at least two (2) years after either ninety (90) days following Substantial completion of the Work, or final payment to the Contractor, whichever is earlier. The Subcontractor shall furnish the Contractor evidence of such insurance at final payment, and one year from final payment.

Requirements in the Prime Contract and other Contract Documents are also the responsibility of the Subcontractor and in addition to these requirements. It is the responsibility of the Subcontractor to know what is required of Subcontractor.

ATTACHMENT "D"

Schedule

The schedule shall be coordinate between the owner, pool designer and constructor during the scope review process and prior to execution of a contract.

ATTACHMENT "E"

RFP Evaluation Criteria

Scoring will be completed after proposals have been submitted and reviewed by Owner. Scoring will be submitted and tabulated then selection will be based upon this scoring criteria. The Owner has the right, in adherence with the Osage Competitive Bidding Act, to waive all formalities and make selections based on valid reasoning other than the scoring below. Such judgement would adhere to the Act. The scoring is proprietary information and will only be shared at the discretion of the Owner.

1. Ability to perform the work: 20 points
2. Design firm's ability to perform the work: 15 point
3. Ability to meet the schedule: 25 points
4. RFP response pricing: 25 points
5. Owner Scoring: 10 points
6. Osage Preference (in compliance with ONCA 19-36): 5 points
7. Possible Bonus Points for Alternate Pricing: 5 points

Total Available points for Base: 100 points

Total Available points w/ Alternates: 105 points

ATTACHMENT "F"

Site Plan

Reference the enclosed site plan showing the general size, shape, pool deck, pool equipment room location, and proximity to the Casino and Hotel. Request current site plan from Bruce Cass bruce.cass@osagecasinos.com

Public Records

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

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 DESIGN 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 DESIGN 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.

Ordinances

The DESIGN 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 9 of ONCA 19-36 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.

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.

- I. No Procurement Officer, nor any Officer, agent or employee thereof, nor any person acting or purporting the act on behalf of the Osage Casinos or an officer, agent or employee thereof, shall with respect to any Contract require or attempt to require a contractor or any subcontractor to

make application to or to procure or obtain from a particular insurance or surety company, agent or broker, any of the bonds or insurance required by this act.

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

Appendix – 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)

Appendix 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.** Vendor shall provide ONGE a copy of its vendor license or evidence of registration when received, or if currently licensed or registered, shall attach a copy to the Agreement. Vendor shall likewise provide ONGE with copies of any licenses required by the Osage Nation Tax Commission.

Vendor will be subject to a \$7500.00 licensing fee and fees for all employees working on the project. Osage Casino’s will not pay fees on behalf of the vendor or allow the fees to be invoiced as part of the project. Vendor will be subject to fines and fees associated with failure to maintain all required licenses.

5. Taxes and fees. Vendor is responsible for the payment of its own taxes where the incidence of the tax falls on the Vendor. Vendor is responsible for paying all fees applicable to vendor that are imposed by governmental authorities, including any gaming device fees, and ONGE is prohibited by law from paying gaming device fees for Vendor either directly or for reimbursement.

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.

7. 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.

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.

Signature

Printed Name

Date

Appendix– 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.

I hereby acknowledge that I have read the above information and understand that I and/or my business will 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

Appendix - D

Base Bid based on the above items: \$ _____

Name of Design Firm: _____

Alternate Options:

Provide pricing for the following:

1. Pool Lights: Added cost to provide lighting for the pool that includes electrical wiring, grounding, and complete installation, including a photo cell for automatic operation upon dusk and a timeclock that can be set to the desired schedule and override the photo cell.

\$ _____

2. Fire Pit: Provide an added cost to construct a 4' diameter masonry fire pit with natural gas line from the pit to 5'-0" outside the pool deck and includes the following items; natural gas burner ring, gas log set, gas shut off valve and starter assembly, stone façade and stone coping around top ring, and small aggregate around the gas log set and fire ring as decorative stone. The fire pit will be 30" high and a total of 4' diameter with a CMU structure and concrete foundation.

\$ _____

3. Cabana Locations: Provide an added cost Cabana locations and coordinate with the owner for cabana location size to accommodate cabanas provided by the owner.

\$ _____

4. Sun shade: Provide design for a sunshade to allow procurement and installation by the owner.

\$ _____

4. Pool Deck Finish Option #2: Provide a net difference in cost to install a "cool deck" finish on the pool deck in a standard color and texture in lieu of the concrete deck.

\$ _____

5. Pool Deck Finish Option #3: Provide a net difference in cost to install a stamped concrete pool deck finish on the pool deck in a standard color and texture in lieu of the concrete deck. With one single stain color

\$ _____

6. Pool Deck Deduct: Provide a DEDUCT cost to omit the cost to install the concrete pool deck and associated subbase from this proposal. The concrete bullnose coping at the pool and hot tub would remain as part of the base bid.

(\$ _____)

7. Unit Pricing:

a. Price per SF for concrete pool deck, including subbase: \$ _____/Square Foot

b. Price per week for maintenance services for pool after completion consisting of 2 trips per week consisting of 4 hours each. \$_____ /Week

c. Cost per design team hour for re-work or revision: \$_____ /Hour

d. Cost per manhour for overtime/weekend work: \$_____ /Man-Hour

e. Cost per manhour for revisions or change order work: \$_____ /Man-Hour

8. Write in other Alternates below and provide descriptions and associated pricing. Attach another sheet should more space be necessary.

Appendix –E

BUSINESS & PERSONAL RELATIONSHIPS AFFIDAVIT

Project Name: Skiatook Casino Hotel Pool Replacement

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, 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__.

Notary Public _____

My commission expires:

Appendix – F

Request For Information (RFI) Form

All RFIs must be emailed to:

PROJECT TITLE:

RFI #:

SUBJECT:

INFORMATION REQUESTED:

Attachment(s):

POC NAME:

POC ORGANIZATION:

POC PHONE:

POC EMAIL:

RESPONSE:

Attachment(s):

POC NAME:

POC ORGANIZATION:

POC PHONE:

POC EMAIL: