



Project Name: HCM & Payroll

Request for Proposal

RFP Due Date for Delivery to Osage Casino:

May 14th, 2021

Issued By:

Osage Casino

1211 West 36th Street North, Tulsa, OK 74127

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

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Objective

To identify the appropriate software vendor that Osage Casino will select for its modern HCM & Payroll platform.

Cloud human capital management (HCM) suites deliver functionality that helps organizations attract, develop, engage, retain and manage their workforces. These solutions support a variety of HCM capabilities (albeit to varying degrees based on the offering):

- **HR Administrative Functions (Admin HR)** — Include core HR (organizational, job and employee data, employment life cycle transactions, employee, manager, and role-based self-service access); benefits; and payroll administration. This may also include environmental, health and safety (EHS), grievance tracking, wellness, or other value-added capabilities.
- **HR Service Management (HRSM)** — Includes personalized direct access to policy, procedure and program guidance for employees and managers. It may also include integrated case management, knowledge base, digital document management, virtual assistants and chatbots.
- **Talent Management (TM) applications** — Includes recruiting, onboarding, performance and engagement management, compensation planning, career and succession planning, learning and development, and workforce planning.
- **Workforce Management (WFM)** — Includes absence management, time capture, time and attendance evaluation, task/activities tracking, budgeting and forecasting, and scheduling.

Source: Gartner (September 2019)

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

All Questions in regards to the RFP can be submitted to:

Kelly Henning – IT Applications Manager
Kelly.Henning@osagecasinos.com
(O) 918-699-7807
(C) 918-407-1439

Final Submissions shall be sent to Osage Casinos Attn: Stephanie Parker

Stephanie Parker – Procurement Supervisor
Stephanie.Parker@osagecasinos.com
1211 W. 36th St. N
Tulsa, OK 74012

Instructions to Vendors

Vendor proposals in response to this RFP will be accepted by Stephanie Parker at 5pm CST on May 14th, 2021. Submittals must be via electronic copy in PDF format.

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

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

RFP Questions and Clarifications

Vendors shall aggregate their requests for clarification and submit them via email to Osage Casino. Contact to be no later than 5pm CST on 4/30/2021. Such requests for clarification, and Osage Casino's response, will be supplied in writing to all parties that have received copies of the RFP, without identifying the source of the inquiry.

RFP Response Format

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

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

Cover Letter

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

Vendor Profile and Demographics

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

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

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

Technical Proposal

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

Proposal Submission

Vendor's proposal should be emailed to the following address:

Stephanie.parker@osagecasinos.com

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

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

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

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

Proposal Evaluation

The evaluation process will comprise:

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

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

Preliminary Examination

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

Detailed Technical Evaluation

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

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

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

Proof of Concept (POC) Demonstration

After the technical evaluation phase, a subset of vendors will be required to demonstrate their HCM & Payroll solution for executives, project team members, technical staff and selected business users.

Vendors should plan to bring their own computer hardware to the demonstration. Network connectivity will be provided by Osage Casino, if required. Unless otherwise noted, a remote demonstration using a variety of collaboration tools is acceptable.

References

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

Notification of Award

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

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

Proposed Award Schedule

RFP released: 4/1/2021

Requests for clarification due: 4/30/2021

Proposals due: 5/14//2021

POC Demonstration: Tentative

Proposed notification of award: June/July 2021

Projected Go-Live: 1/1/2022

Section A

General Requirements

Osage Casino Environment

Description of HCM & Payroll Objectives

Osage Casino is looking to partner with a company who can provide an HCM & Payroll platform that will support the many needs of our stakeholders. We are looking to replace, where applicable, our existing HCM & Payroll systems. Ultimately, this system should enable our end users to interact using a single application that meets the needs of our Human Resources and Payroll departments.

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

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

Table 1. Functions of an HCM Suite

Administrative HR	Talent Management	Workforce Management
Core HR/HR data management	Candidate relations management and recruitment marketing tools	Time and attendance
Contingent worker management	Recruitment marketing tools	Absence management
Absence management	Applicant tracking system	Workforce scheduling
Digital HR document management	Onboarding	Other
Organization chart	Performance and goal management	Timesheet
Payroll software	Career and succession management	Workforce planning and modelling
Benefits administration	Learning management system	Voice of the employee
Benefits administration services	Integrated HR service management	Employee wellness

Source: Gartner (February 2020)

Additional Functionality and Features Required

Function/Feature	Description
Accounting System Interface	Ability to interface with the organization's accounting system
Benefits Calculation	Ability to calculate benefits
Compensation Management	Software provides the ability to track and measure employee compensation
Direct Deposit	Ability to print or deposit paychecks directly into bank accounts
Retirement Plan Tracking	Ability to manage employee retirement benefits and tax implications
Self Service Portal	Ability for employees to update personal profiles through a self-service portal
Tax Form Preparation	Ability to prepare employee taxation forms at tax time
Taxation Deduction	Ability to calculate and deduct appropriate taxes
Vacation and Leave Tracking	Ability to track employee sick and vacation entitlements
Attendance Policy Point Tracking	Ability to Point employees for being absent/tardy

Primary HCM and Payroll Applications

Osage Casino partners with various software vendors to meet the many functions of an HCM suite. Below is a list of our existing systems that we use and hope to replace, or at a minimum, augment where applicable.

Application Name and Version	Description
Infinium	iSeries based application traditionally used in the gaming space. Infinium is used for employee management, payroll and benefits. System is On-Prem.
Kronos WFR	Kronos WFR is used for Timekeeping & Attendance, along with Accruals. We are currently not leverage its's Scheduling capabilities. System is SaaS.
ICIMS	All current and potential employee must apply to our job postings through ICIMS. It is our current Talent Acquisition solution. Hiring Managers also use ICIMS as the workflow mechanism for selecting employees to hire. System is SaaS.

Casino Essentials	eLearning software for all employees. This system provides a self-serve approach for employees to take training and awareness courses required by Osage Casino. System is SaaS.
Reliant	Performance Evaluation and Survey software. System is SaaS.
Cognos BI 8.4	Single instance dedicated to Human Resources. Reporting is mostly focused on employees.
Sage Intacct	Currently migrating Infinium FMS capabilities to Sage Intacct.

Current Infrastructure and Standards

Osage Casino currently runs a hybrid environment in which some of our applications are on premise and others are SaaS. We prefer to partner with a vendor who offers SaaS. We are a Microsoft centric environment and require the system of our choosing use AD integration for account authentication. Osage Casino will follow up with additional questions about the hosting environment, technical support, Cyber Security Insurance, and so forth.

Project Management Discipline

We will require the integrator, either native or 3rd party, be instrumental in facilitating the project and working with our stakeholders.

Vendor Proposal

2.1 Ability to Meet Osage Casino's HCM & Payroll Objectives

The vendor should describe its ability to meet Osage Casino's HCM & Payroll objectives.

2.2 Ability to Meet Requirements of Project Timeline

The vendor should describe its ability to meet Osage Casino's HCM & Payroll timeline.

2.3 Ability to Support the Primary Applications of Osage Casino

The vendor should describe its ability to support and integrate with Osage Casino's primary applications (i.e. HCM & Payroll tools not supported by your current offerings).

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

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

Section B

Functional Requirements

Questionnaire on the Functional Requirements of the HCM & Payroll Platform

Description of Solution and Pricing

Please itemize and describe:

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

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

Product and Service History

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

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

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

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

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

Product Support and Service Warranty

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

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

Product Upgrades and New Version Releases

Vendors should describe:

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

Solutions from Cloud Providers

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

Training

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

In addition, please describe annual or refresher training that can be utilized to ensure employees are always trained at a minimum in the core functionality of the system. If there are advanced recurring training options, please describe those too.

Skill Set Requirements of Personnel

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

General Comments

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

Additional Information & Required Contract Language

Osage Nation Gaming Enterprise DBA Osage Casinos, is a wholly-owned unincorporated enterprise of the Osage Nation, a federally recognized Indian Tribe, and as an instrumentality of the Osage Nation, possesses all the privileges and immunity from unconsented suit. The following language will be required in any contract and is not subject to negotiations. The awarded bidder will be required to submit for an Osage Nation Gaming Commission –Gaming Related License under the following fee schedule:

- If project engagement is below \$49,999
 - Vendor license: \$500
 - Each vendor employee working remotely or on-site: \$50 per employee
- If project is between \$50,000 and 99,999.99
 - Vendor license: \$2,000
 - Each vendor employee working remotely or on-site: \$150 per employee
- If project is between \$100,000 and 249,999.99
 - Vendor license: \$3,500
 - Each vendor employee working remotely or on-site: \$200 per employee

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

The awarded bidder will also be required to submit for an Osage Nation Tax Commission – Business License (\$100.00). The licensing fees are prohibited from being added to any contract.

1. **Governing Law and Venue.** The Parties agree that this Agreement shall be governed by the laws of the Osage Nation, the State-Tribal Compact, federal laws and the laws of the State of Oklahoma, in that order, in all matters of construction, validity, performance and enforcement, as those laws apply to Agreements executed, delivered and performed solely within the jurisdiction of the Osage Nation. The Parties acknowledge that sites where the goods and services will be used or installed and the performance of this Agreement will occur on Indian Lands as defined by the Indian Gaming Regulatory Act, 25 U.S.C. 2701 et. seq., under the jurisdiction of the Osage Nation. Venue shall be in the Osage Nation District Court.

2. **License.** All persons or entities transacting business with ONGE for goods and/or services are required by law to be licensed by the Osage Nation Gaming Commission. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HERIN, THIS AGREEMENT SHALL NOT BE VALID OR ENFORCEABLE UNLESS AND UNTIL VENDOR HAS APPLIED FOR AND RECEIVED A VENDOR LICENSE FROM THE OSAGE NATION GAMING COMMISSION AS REQUIRED BY THE OSAGE NATION GAMING STATUTE, FAILURE TO APPLY FOR, SECURE, AND MAINTAIN THE REQUISITE LICENSE SHALL BE DEEMED A MATERIAL BREACH OF THIS AGREEMENT AND SHALL RENDER THIS AGREEMENT NULL AND VOID. Vendor shall provide ONGE a copy of its vendor license when received, or if currently

licensed, shall attach a copy to the Agreement. Vendor shall likewise provide ONGE with copies of any license required by the Osage Nation Tax Commission.

Section I. Submittal Requirements

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

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

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

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

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

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

Section II. Selection Process

- I. **Process:**
 - a. The Owner's selection process follows these basic steps:
 - i. Receipt and review of proposals.
 - ii. Interview selected vendors (if necessary)
 - iii. Select a vendor
 - b. OSAGE CASINO will appoint a selection committee to review, score, and rank

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

II. Criteria:

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

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

Section III. Public Records

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

Section IV. Additional Services

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

Section V. Ordinances

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

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

I. PROHIBITIONS

- a. Split Contracts.** It shall be unlawful for any official, employee, agent, contractor, or subcontractor of the Nation to allow a contract to be split into partial contracts for the purpose of circumventing or attempting to circumvent the competitive bidding requirements established by this Act, provided this provision shall not otherwise prohibit the Nation from soliciting bids and letting separate contract awards for specialized portions of a construction project in good faith;
- b. Buy-In Contracts Prohibited.** It shall be unlawful for any contractor to submit an offer below anticipated costs, expecting to:
 1. Increase the contract amount after award (e.g. through unnecessary or excessively priced change orders); or
 2. Receive follow-on contracts at inflated prices to recover losses incurred on the buy-in contract.
- c. Offer of Kick-Backs Prohibited.** It shall be unlawful for any person or entity seeking to do business with the Osage Nation to offer any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any official or employee of the Nation or any contractor, subcontractor, or employees of contractors or subcontractors for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or subcontract;
- d. Acceptance of Kick-Backs Prohibited.** It shall be unlawful for any official, employee, agent, contractor, or subcontractor of the Nation to solicit, accept, or attempt to accept any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind from a person or entity seeking to enter into a contract or subcontract subject to the provisions of this Act.

- e. Improper Influence Prohibited.** It shall be unlawful for any person or entity to otherwise seek to improperly influence an official or employee of the Nation to give consideration or to act regarding a contract or subcontract on any basis other than the merits of the matter.
- f. Collusion Prohibited.** Any agreement or collusion among bidders, prospective bidders or material suppliers in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, or otherwise, shall render the bids of such bidders void.
- g. Prohibition on Circumvention.** It shall be unlawful for any official or employee of the Nation to seek to circumvent any provision of this Act, including but not limited to:
1. The declaration of any emergency;
 2. Disclosure of the terms of a bid submitted in response to a bid notice issued by a Procurement Officer in advance of the time set for opening of all bids;
 3. Withholding or impeding the distribution of said information after notice of the bid has been given, unless the solicitation of bids has been withdrawn or the particular information in question has been deleted or replaced through alteration of the bid notice and said withdrawal has been made equally and uniformly known.
- h. Prohibition on Solicitation, Possession, and Receipt.**
- It shall be unlawful for any person or entity to solicit, possess, or receive information which is to be contained in a bid notice of a Procurement Officer, for use in preparing a bid, in advance of the date on which said bid notice is to be made equally and uniformly known to all prospective bidders and the public.

Section VIII. Insurance

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

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

Osage Nation

Osage Nation Gaming Enterprise

Osage Casino

Certificate of Liability Coverage Tiers

<u>Workers Comp</u>	<u>General Liability</u>	<u>Business Auto</u>
\$5,000,000	\$10,000,000	\$5,000,000

Appendix – A

Vendor General Information Sheet

Legal Name:

DBA Name:

Business Address:

Types of Goods and Services Provided:

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

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

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

ORDERING/CONTACT INFORMATION

Contact or Rep: _____

Ordering Preference: Phone Fax Email

Phone: _____ Fax: _____

Email: _____

REMIT TO ADDRESS (If Different from Mailing Address)

Business Address: _____

Payment Terms: _____

Appendix B

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.

VENDOR:

Osage Casinos:

By: _____

By: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix - C

BUSINESS & PERSONAL RELATIONSHIPS AFFIDAVIT

Project Name: HCM & Payroll Platform RFP

Company Name: _____

_____, Affiant states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one year prior to the date of this statement with Osage Nation, tribal member or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state).

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

Signature _____ Title _____

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

My commission expires: _____

Notary Public:

