

REQUEST FOR PROPOSAL

For

PRODUCTION EQUIPMENT ENHANCEMENT

Due Date: October 30, 2021 by 4:00 p.m.



Issued By:

Osage Casino

Purchasing Department

1211 W 36th Street North Tulsa, OK 74127

Phone (918) 699-7817

Section I. General Notice

I. Owner

Osage Casino

Purchasing Manager: Christopher Standingbear

Phone: (918) 699-7817

Email: christopher.standingbear@osagecasinos.com

Address: 1211 W 36th Street North
Tulsa, OK 74127

Osage Casinos is soliciting competitive sealed proposals from qualified profession firms to provide Production Equipment Enhancement.

Response to Request for Proposal shall be submitted as follow:

Submittal Date & Time: October 30, 2022 at 4:00 PM CST

Proposals received after that 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 three (3) printed sets (8x11) and one (1) electronic set in PDF format on CD/DVD/THUMB DRIVE to Osage Casinos Entertainment Department. Proposals shall be submitted in an envelope clearly marked indicating the Project Title (**PRODUCTION EQUIPMENT ENHANCEMENT**) and submitted to Christopher Standingbear, Purchasing Manager, Osage Casino Hotel, 1211 West 36th Street North, Tulsa, OK 74127.

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

Contact: Johnny Buschardt

Phone: 918-699-7621

Email: johnny.buschardt@osagecasinos.com

II. Awarding

I. Bid will be awarded within 15 days of submittal date.

II. All bidders will be notified in writing when the bid has been awarded and/or is no longer considered for award.

III. Award of the contract is subject to determination that the contractor is eligible to contract with the Osage Casinos.

- IV. The Owner and its authorized representatives will review all proposals received, and my contact bidders to request further information, either in written form or in the form of a presentations to the Owner. The Owner may accept any given proposal as submitted, or may negotiate with bidder 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

General Background:

The Osage Casinos is 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 seven casinos in Oklahoma in the following cities: Tulsa, Sand Springs, Bartlesville, Hominy, Pawhuska, Skiatook and Ponca City that incorporate Hotels and C-Store operations. The awarded vendor(s) must be prepared to provide service to **Osage Casino Hotel – Tulsa**, specifically **the Skyline Event Center venue**.

Section III Scope of Services

Osage Casinos is soliciting proposals from qualified firms to provide production equipment enhancements for our Skyline Event Center We are seeking a vendor that provides reliability, responsiveness, customer service, accuracy, reporting and growth capability. Bids will be considered within these operations.

Section IV Submittal Requirements

The responding firms are to complete the information below in the outline. The RFP response should be organized in accordance to the list of Submittal Requirement and Criteria. Substitute documents will not be accepted.

- Name of Firm, Address, and Telephone Number
- Parent or Affiliate companies
- List the name and qualifications of the person(s) who will be the key contact and/or manage this contract.
- Osage Nation Ownership (if applicable):
 - Provide evidence of ownership full or partial (51%) by Osage Nation member(s) or entity.
 - Provide evidence of tribal membership

- Provide a brief overview of your company and what unique services/systems you can provide.
- Bid Pricing on the following categories: Production Equipment Enhancement Purchase, Installation, and Maintenance.
- Sponsorship Monies
- Service Calls
- Equipment
- The pricing for the term of the agreement needs to be guaranteed. Identify your funding to include: Fixed, variable and all other product funding.
- Please identify any additional pertinent material not specified above.
- Explain how your company handles customer service concerns. Please provide a list of contact names/numbers of people our firm can contact in case of emergency.
- Describe how your account team would manager our account.
- Please describe your method of distribution.
- Describe the company's methods utilized to maintain quality.
- Completed General Information Form, Business Relationships Affidavit, Standard Vendor Addendum and provide a W9.
- State why your company's products or services are more qualified than your competitors.
- References
 - Provide references from past three (3) clients that your firm has done similar work as requested in this RFP.

All submittals will be evaluated based on the following criteria:

- A. Total program presented – Vendor demonstrates the ability to service the project specified as well as the ability to handle future growth. In addition, vendor is innovative, making recommendations to further control costs and quantify those opportunities.
- B. Pricing – Total pricing package and recommendations based on products used and total usage within the company.
- C. Training – Vendor provides initial and ongoing training on proper usage, handling and storage of products.
- D. Operating Presence/Coverage – Vendor can service current and future properties.
- E. Program Review – Vendor and Osage Casinos will conduct reviews on a quarterly basis to discuss service levels, product quality, recommendations for cost savings and the tools to execute those savings and provide benchmarking vs. other organizations for validation purposes.

- F. Added Value – Vendor continually monitors and makes recommendations for cost saving opportunities based on usage, etc.
- G. Reporting/Tracking – Vendor has the capability to provide periodic usage reports electronically, sorted by property and total organization sorted by month, quarter and year-end.

Section V. Selection Process

Process:

- a. The Owner's selection process follows these basic steps:
 - I. Receipt and review of proposals.
 - II. Interview selected firms (if necessary)
 - III. Select Firm
- b. The awarded firm 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.
- c. 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.

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 an authorized signatory for Osage Casino.

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 projects of similar scope.
- b. Relevant experience of the firm in working on projects of similar scope.
- c. Qualification of personnel to be directly involved with this project.
- d. Responsiveness of the proposal to the requirements as outlined in this RFP.
- e. Specialized qualification of the firm and its team members.
- f. Preference for Osage owned firms as stated will be provided as long as the firm meets qualification criteria.

GENERAL INFORMATION SHEET

Legal Name: _____

D.B.A Name: _____

Business Mailing Address: _____

Business Physical Address: _____

Phone Number: _____

Fax Number: _____

Contact: _____

Rep/Title: _____

Email address: _____

Type of service/good: _____

Submitted by: _____

Print Name

Date

Signature

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

SS:

_____, of lawful age being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further 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 architect, engineer, Osage Nation, Osage 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 herein above mentioned exists, affiant should so state):
:

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

Affiant Signature

Subscribed and sworn to before me this ____ day of _____, 2021.

[SEAL]

Notary Public

My commission expires: _____

THIS EXECUTED AFFIDAVIT MUST ACCOMPANY YOUR PROPOSAL

Standard Vendor Addendum

MASTER TERMS AND CONDITIONS REQUIRED BY ONGE FOR ALL VENDOR AGREEMENTS

This Addendum between the Vendor and the Osage Nation Gaming Enterprise dba Osage Casinos (“ONGE” or “ONGE dba OC”)(together the “Parties”), is made a part of the Agreement and all attachments thereto (altogether called the “Agreement” herein), and is hereby incorporated by reference. Any inconsistencies between the Agreement and this Addendum shall be superseded by this Addendum.

WHEREAS, (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 if 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:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____