



# **REQUEST FOR QUALIFICATIONS**

for

**Architectural and Engineering Design Services**

**Project Name:**

Sand Springs Casino Expansion

**Due Date:**

**December 5, 2023**

**Issued By:**

**Osage Casino**

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

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

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**Section I. General Notice**

**I. Owner:**

**Osage Casino**  
Facilities Director            Bruce Cass  
Phone:                            918-699-7849  
Email:                            [bruce.cass@osagecasinos.com](mailto:bruce.cass@osagecasinos.com)  
Address:                        1211 W. 36<sup>th</sup> St. N.  
   Tulsa, OK 74127

**Osage Casino**  
Procurement Officer        Stephanie Parker  
Phone:                            918-699-7817  
Email:                            [stephanie.parker@osagecasinos.com](mailto:stephanie.parker@osagecasinos.com)  
Address:                        1211 W. 36<sup>th</sup> St. N.  
   Tulsa, OK 74127

Project Manager:            Bruce Cass  
Phone:                            918-699-7849  
Email:                            [bruce.cass@osagecasinos.com](mailto:bruce.cass@osagecasinos.com)

**II. Project:**

The Osage Casino is requesting statements of qualifications from qualified, licensed & registered professional Architect Firms for projects related to:

- I. Estimated \$6M Gaming floor expansion/ Restaurant and Kitchen renovation/ Gaming Floor renovation/ Bar renovation in Sand Springs, OK

**III. Response to Request for Qualifications shall be submitted as follow:**

**All Questions should be directed to the Procurement Officer via e-mail**

**Submittal Date & Time:**

No later 4:00 p.m. **CST, Tuesday, December 5, 2023.**

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

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

Each proposal shall be submitted with **Three (3) printed sets** and **one (1) electronic set** in PDF format on Thumb Drive to Osage Casinos. Proposals shall be submitted in an envelope clearly marked indicating the Project Title.

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

Project Manager: Bruce Cass  
Phone: 918-699-7849  
Email: [bruce.cass@osagecasinos.com](mailto:bruce.cass@osagecasinos.com)

All questions must be received in writing utilizing the RFI form (**APPENDIX F**) not later than five (5) business days prior to RFQ deadline. Substantive questions and answers will be made available to all known RFQ recipients. When appropriate, revisions, substitutions, or clarifications shall be issued as official addenda to this RFQ.

#### **IV. Awarding**

- I. The project will be awarded in compliance with the **Osage Nation Competitive Bidding Act**.
- II. All offers will be notified in writing when the work has been awarded.
- III. Award of the contract is subject to a determination that the firm is eligible to contract with the OSAGE CASINO
- IV. The Owner and its authorized representatives will review all proposals received, and may contact offers to request further information, either in written form or in the form of an oral presentation to the Owner. The Owner may accept any given proposal as submitted, or may negotiate with offeror to establish terms most advantageous to the Owner. The decision of the Owner shall be final and not subject to appeal.

### **Section II. Project Description**

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

Sand Springs Casino Renovation

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

The Osage Casinos is a wholly-owned unincorporated enterprise of the Osage Nation, a federally recognized Indian tribe, and as an instrumentality of the Osage Nation, possesses all the privileges and immunities of the Osage Nation, including its status as a non-taxable entity and its sovereign immunity from unconsented suit. The Osage Gaming Enterprise operates seven casinos throughout the Osage Reservation know as Osage County. The Enterprise currently has casinos in Tulsa, Sand Springs, Bartlesville, Hominy, Pawhuska, Skiatook & Ponca City.

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

The scope includes Programming, design, construction administration, occupancy assistance,

and warranty documentation, including as-built document preparation and presentation.  
Preliminary Program information includes:

**Sand Springs:**

- Gaming Floor expansion complete with raised floor
- Food & Beverage includes evaluation of existing restaurant and bar locations, concepts for combining both and design to accommodate
- Kitchen complete redesign
- FFE design
- Interior renovation including removal of ceiling grid and specialty lighting
- Secondary Power system replacement/ including UPS and generator systems
- Addition of Building Management systems
- Misc (design, geotech, permits, etc.)
- **Estimated square footage** **TBD**

**IV. Project Locations:**

Sand Springs Casino near Sand Springs, OK

**V. Proposed Project Schedule:**

Plan to begin services at award of RFQ, which is anticipated to be by December 15, 2023. Construction would begin once adequate design has been reviewed and approved by owner and a notice to proceed is issued to the CMAR.

It is the intent of the Owner to open within eighteen (18) months of execution of the agreement. See fee schedule for additional information.

**VI. Related Information and Project Objectives:**

The project objective is to expand the gaming floor, renovate the restaurant/bar areas, and provide complete construction documents for formal procurement using CMAR delivery method.

All the information presented is subject to change depending upon budget and other possible constraints.

**Section III. Statement of Work**

PROGRAMMING – The Architect shall lead programming meetings with the owner to determine future site improvements, site drainage, and to accomplish the data collection , review of surveys, analysis of alternatives and the development of a total project development plan for this project, as laid out in this section of the RFQ.

DESIGN - Prepare the necessary number of sets of preliminary plans and specifications; modify the preliminary plans and specifications to meet the requirements of the Osage Casino and any regulatory department which would be required before construction can be started; assist with evaluating all bids; and make necessary inspections per month depending upon progress of work during construction. Inspections shall be carried through to the completion of the project. Such inspections shall cover prefinal inspections, final inspection, warranty inspections, and verification inspections to certify that any incomplete or unacceptable work noted during construction has been properly completed.

Osage Casinos (herein called the “Owner”) reserves the right to waive any formalities or to reject any and all proposals.

Award of the contract is subject to a determination that the contractor is eligible to contract for Osage Casinos funded activities.

For purposes of this RFQ, this competition will be restricted to:

Architectural and Engineering Firms (herein called the “professional”).

#### General Information

- All responses to this Request for Qualifications must be received by the Owner no later than the time stipulated in the RFQ, at the address identified.
- Existing site information, photographs, maps and other relevant materials are available at the office of the Owner. Offerors can arrange to review any pertinent documents by appointment.
- In the event that only one proposal is submitted for the project, the Owner is not required to accept it. Proposal will be accepted only if they meet the criteria set forth in Significant Evaluation Factors (see number 7 below) and if a mutually acceptable contract can be negotiated with the selected firm.

Statement of Legal Authority In accordance with the Osage Nation Competitive Bidding Act and all amendments thereto, Osage Preference shall be applied only to direct contracts with companies fifty-one percent (51%) Osage member owned. It shall not apply to joint ventures between members of the Osage Nation and non-Osage contractors created to obtain preference. Joint ventures must submit financial information for the previous two full calendar years as evidence of actual fifty-one percent (51%) Osage ownership.

Any violation of Section 9 of the Competitive Bidding Act, ONCA 19-36 shall constitute a material breach of this contract and shall entitle the Osage Casinos to revoke, rescind, and repudiate this contract. In the event of such material breach of this contract, the Osage Nation/ Osage Casinos shall be relieved of all obligations contained herein and the contractor shall forfeit to the Casinos any bond or deposit related to this contract.

A copy of the Competitive Bidding Act, as amended, is available upon request.

## **Scope of Services**

The DESIGN firm shall serve as the Owner's principal DESIGN agent in providing the services described in this RFQ. The owner reserves the right to modify, postpone, and/or cancel the contract for any reason.

The Architect/ Engineer (firm) shall provide all necessary services to accomplish the programming, coordination of information obtained during programming, review of the current project structures and systems, and the development of complete Construction Documents to accommodate the expansion of each site along with the amenities identified within this RFQ.

1. **Site Project Plan.** The Osage Nation Currently owns both project sites and it is anticipated that there may be future developments on the site. Below are all factors to be considered when preparing design plans.
  - Access and egress to and from the site must be maintained as the property will not close for construction
  - Building footprints on the site
  - Traffic Circulation on the site
  - Parking if there are major impacts due to design of expansion
  - Utilities and secondary power systems
2. **Schedules.** A schedule shall be provided for each project site project unless the construction is combined. The schedule must identify the time required, in weeks, for the major activities identified for design, bidding, and construction.
3. **Presentation of Findings.** The (firm) shall be required to present an overview of the site Project Plan, Program, and construction projects together with estimates of probable costs and development schedules to the Osage Casinos representatives.

### Services to be performed by the selected firm

Data Collection Phase

Site visit, Orientation, and concepts meetings: Visit site for familiarization and investigation of conditions that may affect the Project Plan. Meet with the Casinos representatives to complete phases of programming review and design phases. Present and discuss the analysis, planning, and Plan. Continue process until concept review and analysis are complete and approved by the Osage Casinos.

## **Procedures:**

### **Conceptual or Concept Phase**

This phase requires collection and review of previously completed design concepts, further analysis of the data collected and provided to the firm and presentation to the Osage Casinos the firms findings.

The selected firm shall complete all phases of design including but not limited to:

- Schematic Design
- Design Development
- Construction Documents
- Construction Administration
- Acceptance

### **Review Comments**

1. At the completion of each phase of design, the firm shall submit the required materials and documents for review by Osage Casinos. Review shall be for the overall design concepts and adherence to the requirements stipulated by Osage Casinos.
2. Osage Casinos review is not intended to provide a complete or detailed check of all drawings. It does not in any way relieve the firm from the responsibility for checking all work; verifying compliance with current codes, standards, and requirements, as stipulated previously in this document, of Osage Casinos and Osage Nation; and producing a complete, coordinated set of documents.
3. The firm must be prepared to meet with Osage Casinos to discuss in great detail all aspects of the concepts, design, and preliminary cost estimates for the projects throughout the planning process.
4. The firm shall not proceed to the next phase of the design process until approval is given by the Designated Osage Casinos representative.

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

- I. The Owner shall provide to the DESIGN firm full, accurate and complete information regarding the requirements for the Project. The DESIGN firm shall



- be entitled to rely on accuracy of information provided.
- II the Owner will secure the services of a professional construction management firm that will provide estimating and constructability analysis from Schematic Design forward.

## **Section V. Submittal Requirements**

The DESIGN firm is to complete the information below in the outline. The RFQ response should be organized in accordance to the list of Submittal Requirements and Criteria.

- I. Name of Firm, Address, and Telephone
- II. Year firm was established with present size of firm.
- III. List the name, qualifications and position of the persons who will be the key contact and/or manage this project. Persons listed will be identified in the Owner/Architect Agreement. Substitutions after execution of the Agreement require prior approval of the Owner. The designated project team is required to remain actively involved in the project through construction completion.
- IV. List other personnel in your firm who may also work on this Project and include the following.
  - a. Employee Name
  - b. Years with the Firm
  - c. Relevant Experience
- V. Key Sub consultants
  - A. Identify a minimum of three (3) structural, civil, mechanical, electrical, and plumbing engineering consultants that should be considered for this project. It is the owner's intent to evaluate the list of highest ranked firms, and jointly select each discipline to best meet the needs of the project. As part of this proposal, identify the casino/hotel projects you have worked on with each of the engineering firms identified.
  - B. Identify all other proposed consultants that will be necessary to complete the project/s. Include disciplines including security, audio visual, data, interior design, FFE procurement/installation, materials testing, landscape design, kitchen design, etc. It is the Owners desire that the successful Design Team provide ALL design for the projects in accordance with applicable federal, state, local, and tribal codes.
- VI. Identify those casino/hotel projects you have designed in the past 7 years that have used the CMAr (Construction manager at risk) project delivery model. Provide a reference for each project that includes contract person and current telephone number.
- VII. Gaming/Casino Construction Experience:
  - a. Provide a recent project list of your firm's work, including key contacts and references, approximate budget, and other pertinent information for a

minimum of three (3) projects.

- b. Address experience in designing casino/hotel projects similar in scope and size to this project. Include location, contact name, current contact telephone number of the client representative.
- c. Address experience with CMaR delivery of similar casino/hotel projects. Include location, contact name and current phone number of contractor.
- d. Address experience working in the immediate geographical location (i.e. Tulsa and Oklahoma).

VIII. Design and Development Approach:

Submit in narrative and graphic form your firm's approach to project delivery. The narrative should include as a minimum:

- a. A general description of the firm's philosophy of design, which has been applied to similar projects. In this description explain your interface with the owner's representative
- b. Address your approach to incorporating value engineer, constructability, and commissioning input from other team members.
- c. Address your approach to design phase meetings. How often, location, attendees, etc.
- d. Address your approach to weekly site meetings during construction. Attendees, meeting minutes, agenda, etc.
- e. Address your approach to minimizing the design phase to allow completion of the Bartlesville and Pawhuska projects within Eighteen (18) months of design NTP.

IX. Schedule:

- a. Submit in graphic and narrative form your firm's assessment of the proposed design schedule, relative to your ability to meet the Project Schedule as outlined.
- b. Provide calendar day durations for each phase of design including: Concept review, Schematic Design, Design Development, Construction documents. Identify milestones required to receive Owner approval at the completion of each identified phase.

X. Fee Schedule:

- a. Provide your firm's fee schedule for services, with an estimated range of fees for requested services. Please outline fixed vs. % with a detail explanation. (Actual fee will be subject to negotiations.)— **Appendix D**
- b. Attendance will be required weekly during the design phase in Tulsa for the architect and major sub consultants. Weekly attendance during construction will be required of the Architect and any sub consultant as necessary to expedite issue resolution. During construction the Architect should be on-site a minimum of two days per week or as deem necessary by the Owner.

XI. References:

- a. Provide references from past three (3) casino/hotel clients.

- b. Provide references from contractors you have worked with in the past three (3) casino/hotel projects.

## **Section VII. Selection Process**

### **I. Process:**

- a. The Owner's selection process of a DESIGN FIRM follows these basic steps:
  - i. Receipt and review of Statements of qualifications.
  - ii. Interview short listed firms (if necessary)
  - iii. Select firm
- b. OSAGE CASINO will appoint a selection committee to review, score, and rank the RFQ's
- c. Selection committee may select the top three (3) DESIGN firms to be interviewed, which will be held at Osage Casino Corporate office
- d. 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.
- e. Negotiations with the highest-ranked DESIGN firm may be formally terminated if they fail to result in a contract within 60 calendar days of award. Negotiations will then ensue with the second-ranked DESIGN firm and, if necessary, the third-ranked DESIGN firm, and so on, until the negotiations result in a contract. If subsequent rounds of negotiation fail to result in a contract within a reasonable amount of time, the solicitation may be formally terminated.
- f. OSAGE CASINO reserves the right to:
  - i. Amend, modify, or withdraw this RFQ.
  - ii. Require supplemental statements or information from DESIGN FIRM.
  - iii. Accept or reject any and all proposals.
  - iv. Waive or correct any irregularities in proposals after prior notice to the offer(s).
  - v. Negotiate with alternative DESIGN firms, if initial contract negotiations are unsuccessful.
- g. This RFQ 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 DESIGN firm except pursuant to a written contract of services, duly executed by the DESIGN firm and an authorized signatory for OSAGE CASINO.

### **II. Criteria:**

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

- a. Professional abilities of the DESIGN firm in working on projects of similar scope.
- b. Relevant experience of the DESIGN firm in working on projects of similar scope.
- c. Qualifications of personnel to be directly involved with this project.
- d. The DESIGN firm's Fee Schedule - Sample – **Appendix D**
- e. Working relationship of the DESIGN firm with previous Casino clients.
- f. Responsiveness of the proposal to the requirements as outlined in this RFQ.
- g. Specialized qualification of the DESIGN FIRM and its team members.
- h. Preference for Osage owned firms as stipulated in ONCA 19-36.

### **Section VIII. 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.

### **Section IX. Additional Services**

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

### **Section X. 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.

**Section XI. 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 RFQ, I consent to the above terms and conditions. I further understand that no contract with the Osage Nation Gaming Enterprise shall be valid or enforceable without the inclusion of the terms and conditions contained herein.**

**Signature**

---

**Printed Name**

---

**Date**

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# 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.

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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

## FEE SCHEDULE

FEE shall be all inclusive of design team activity associated with programming, and design through construction document development, construction administration, and punchlist, occupancy, and warranty phases. **Geotechnical work and civil work are a part of this scope of services.** **Note: the architect shall attend weekly construction meetings on each site as part of construction administration.**

The following Fee amounts will be based on a GMP.  
For the purpose of estimating fee use four (4) months design and eight (8) months construction as the schedule for the projects.

Design Total

**Sand Springs**      6M      \_\_\_\_\_ %

Estimated Reimbursable Expense      \$ \_\_\_\_\_  
(included in above)

The following Fee amounts will be based on a GMP.  
For the purpose of estimating fee use four (4) months design and twelve (12) months construction as the schedule for the projects.

**Sand Springs**      6M      \_\_\_\_\_ %

Estimated Reimbursable Expense      \$ \_\_\_\_\_

(included in above)

The AIA B101-2007 Standard form of Agreement Between Owner and Architect will be used to determine basic services and additional services. The above amounts are to be all inclusive (basic and additional services). AIA document will be amended to include all required language of the Osage Gaming Enterprise.

PREPARED BY:

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

# Appendix –E

## BUSINESS & PERSONAL RELATIONSHIPS AFFIDAVIT

Project Name: Sand Springs Casino Expansion

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: