



Request for Qualifications (RFQ)

Osage Casino Hotels - Interior Design

Interior Design, Hotels

Due Date:
February 28, 2024

Issued By:
Osage Nation Gaming Enterprise
Osage Casinos
1211 W. 36th Street North, Tulsa, OK 74127

REQUEST FOR QUALIFICATIONS (RFQ)

Interior Design (FF&E)

Osage Casino Hotels - Interior Design

ARTICLE 1 INTRODUCTION

1.01 REQUEST FOR QUALIFICATIONS

Osage Nation Gaming Enterprise is requesting a Statement of Qualifications (“SOQ”) from qualified Interior Designers including Interior Design and Construction administration for the renovation of the Tulsa, Skiatook and Ponca City hotels within each respective casino and hotel properties. Firms interested in this project may submit a SOQ in accordance with the requirements set forth in this RFQ.

1.02 SELECTION PROCESS

This RFQ is the process utilized in compliance with Osage Nation Law for selecting a Professional services such as Interior Design work for the project. The RFQ provides information necessary to prepare and submit qualifications for consideration and ranking by the Owner. Based on the evaluation criteria established for the project, each submitted Qualification statement shall be reviewed, evaluated and ranked by the Owner. Based on this ranking, the Owner may determine that a select number of qualified firms be interviewed or evaluated further in an effort to select the most qualified firm for the project.

The owner may elect to negotiate with the highest-ranking firm.

OVERVIEW OF ROLE

The Osage Nation Gaming Enterprise seeks the services of qualified, credentialed and experienced Interior Designer to provide interior design and construction administration for the Tulsa, Skiatook and Ponca City Casino hotels. The Interior Designer shall be responsible for coordination and scheduling with all project parties to insure both budget and schedule are met throughout the project.

1.02 QUESTIONS

All inquiries concerning this solicitation shall be directed to the Osage Casinos Procurement Officer, Stephanie Parker stephanie.parker@osagecasinos.com All responses will be in writing.

1.03 PRE-PROPOSAL MEETING

For this RFQ, there will be no pre-proposal meeting or required site visit.

1.05 COST OF RESPONDING

All costs incurred by firms choosing to participate in this RFQ shall be borne by the proposing firms.

ARTICLE 2 PROJECT DESCRIPTION

2.01 SUMMARY

Osage Casino Hotel – Hotel renovations

PONCA CITY:

- Gaming Floor Carpet
- Hotel Room Drapery and Sheers
- Box Frame Hugger
- Decorative pillows
- Bar Tables and Chairs
- Wall Sconces in Hotel Corridor
- Carpet Replacement in Hotel
- Wall vinyl replacement in hotel
- Guest room sofa replacement

SKIATOOK:

- Box Frame Huggers
- Banquet Chair Replacement
- Banquet Bar
- Gaming Floor Carpet
- Carpet Replacement in Hotel
- Wall vinyl replacement in hotel
- Guest room sofa replacement
- Corridor carpet replacement
- Corridor wall vinyl replacement
- Restaurant and bar chair replacement
- Sheer replacement in hotel rooms

TULSA:

- Tower 1 carpet replacement corridors and guest rooms
- Box Frame huggers

- Drapery and sheer replacement
- Banquet Chair replacement
- Banquet Table purchase additional
- Restaurant chair replacement
- Hotel wall sconce replacement

HOMINY:

- Gaming Floor carpet replacement
- Interior Painting at Gaming floor *design only*

2.02 Deliverables

1. Work with Owner, Owner's Consultants, Architect, Interior Designer and Construction Management, Installers to assure deadlines for needed information are met with respect to equipment specifications.
 - a. Develop a budget for equipment purchase, delivery, storage, and installation.
 - b. Coordinate schedule of delivery of equipment to optimize efficiency in installation based on construction schedules.
 - c. Expedite delivery schedules as required
 - d. Present weekly report on project status.
2. Collaborate with Osage Casinos Management, Procurement & Finance Departments in reviewing purchase orders for equipment.
 - a. Receipt and timely review of bid submittal packages.
 - b. Vendor negotiations
3. Collaborate with Osage Nation and Osage Casinos in development of recommendations of purchasing strategies for capital equipment items.
4. Participate in meetings with all stakeholders relevant to equipment procurement.
 - a. All activities required for setting up of "mock rooms" if any to include scheduling of sample delivery and return, on-site scheduling of viewing, receipt, summation, and presentation of comments and recommendations by reviewing departmental personnel to Owner, Owner's Representatives and Owner's architect upon successful award of the contract.
 - b. Prepare, maintain and provide "punch list" of FF&E items and inspect for damage, quality, assembly, functionality and conformance to Owner approved specifications.

5. Value Proposition

- a. Overall benefits of Osage Nation and Osage Casinos
- b. Value provided to this Specific Project

2.03 General Responsibilities

The successful contractor will provide qualifications to provide all necessary tools, equipment, parts, supplies, labor and supervision to provide Interior Design services and construction administration, as outlined in this RFQ scope of work.

2.04 Procurement Service Providers will be responsible for the following:

Interior Design

- Prepare and provide to the Owner’s Designated representative and Owner design concepts for items specified for renovation within this RFQ
- Upon acceptance of concepts prepare Construction Documents complete with plans and specifications for procurement and construction. This includes FF&E Specifications.
- Eliminate closed specification to ensure adequate competition is secured for the finished products.
- Attend no less than 5 site and design meetings during the concept and construction documents phase and 3 final inspections, One at each of the following sites: Ponca City, Skiatook and Tulsa.
- Provide construction administration including Submittal review and approval up to two reviews of each specified item.
- Respond to contractor and FFE procurement agent submittals regardless of order submitted
- Respond to contractor and/or FFE procurement agents request for information
- Prepare change orders or construction directives
- Evaluate substitutions as needed
- Provide construction administration after substantial completed as needed i.e., warranty period issues
- Review closeout documentation

2.05 TENTATIVE PROJECT SCHEDULE

These projects are intended to commence with Interior Design in the second quarter of 2024 completion will vary depending upon lead times of materials. The project team should anticipate 12-16 months for project duration from start to finish.

ARTICLE 3 REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

3.01 SUMMARY

Respondents shall carefully read the information in the following evaluation criteria and submit a complete statement of qualifications addressing all questions in this section and formatted as directed in the section titled Format for Statement of Qualifications. Interested firms shall provide the following information:

3.02 CRITERIA

Criteria 1: Availability & Qualifications

- Provide a brief statement of interest for the Project including a narrative describing your unique qualifications as they pertain to this particular Project.
- Provide a statement on the availability and commitment of your firm.

Criteria 2: Ability to Provide Interior Design Services

- Provide the following information:
 - Legal name of the company
 - Date of firm formation
 - Date of opening primary office, and, if applicable, any branch and local office
 - Contact person with phone number and email address
 - Alternate contact person with phone number and email address
 - Number of years in business as the current entity
 - Legal Business Description (individual, partnership, corporation, joint venture, etc.)
 - Number of employees by skill group
 - Annual revenues
- Provide evidence of your firm's financial strength.
- Provide evidence of your firm's ability to meet all bonding and insurance requirements

Criteria Three: Qualifications of Interior Designer

- Describe your management philosophy for the Interior Design projects for Hotel remodels.
- Describe in both written and graphic form the proposed team members, both key individuals for the Procurement and installation phase of the project.
 - For each key individual explain why they are being proposed for this Project. Provide expected percentages of individual's time committed to this Project.
 - Articulate the line of authority and communication for each team that will be directly involved in the Project. Please provide an organizational chart.
- Provide a one-page resume for each team member and the key individuals from each team that will directly be involved in the Project. Include their experience with similar project(s) and number of years with the firm.

Criteria Four: Performance on Past Representative Projects for Interior design projects

- Provide verifiable examples by listing a maximum of three (3) similar casino/hotel projects within the past five (5) years for which you have provided or are providing services that are most related to this project. The examples provided shall reflect the ability to interpret the construction plans and satisfactorily execute

work of the type proposed. Provide a description of the company’s current backlog of work and relationship of this to the capacity of your work force. List the projects in order of priority, with the most relevant project first. Provide the following information for each project listed:

- Project Name, location, contract delivery method, and description.
- Color images of projects
- Initial and final construction cost, including change orders
- Type of contract and the stage of design or construction that the construction contract amount was agreed upon
- Date services were performed for the project.
- Provide references for each project listed above and identify the following:
 - Owner’s name and their representative during the design and construction phases of the project. Provide contact information, including telephone number.
 - Architect’s name and their representative during the design and construction phase. Provide contact information, including telephone number.

Criteria Five: Ability to Establish Budgets and Control Costs

- Describe your fiduciary responsibility as Interior Designer.
- Describe your methodology for working with the Architect, the Owner and their consultants to deliver Interior design work as specified and navigate the numerous challenges of provide this service for the Project.
- Describe your cost mitigation efforts to support and achieve the Owners anticipated budget and schedule.

Criteria Six: Ability to Meet Schedules for Interior Design for Hotel remodels

- Describe how you will coordinate, develop, maintain and update the project schedule during the construction phases of the Project.
- Describe your experiences in dealing with difficult and dynamic project schedules.
- Describe your approach to assuring timely completion of this project, including methods for schedule recover, if necessary. From any three projects listed in response to this section, provide examples of how these techniques were used.

ARTICLE 4 EVALUATION CRITERIA

Per the Osage Casinos Competitive Bidding Act, Osage preference will be applied to this process.

Statement of interest	5 points
Ability to provide Interior Design services	15 points
Qualifications of Interior Designer	25 points
Performance on past projects	15 points
Ability to establish budgets and mitigate costs	25 points
<u>Ability to meet schedule</u>	<u>15 points</u>
Subtotal Points	100 points
<i>Osage Preference</i>	<i>5 points</i>
Total Points	105 points

**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.*

ARTICLE 5 SCHEDULES

5.01 SOQ DELIVERY & SCHEDULE

STATEMENT OF QUALIFICATIONS shall be received no later than February 28, 2024 @ 3:00 Pm CST. Submittals will be required both electronically and hard copy (no page limits).

Two (2) hard copies and One (1) electronic copy to Stephanie Parker, Osage Casinos Procurement officer
stephanie.parker@osagecasinos.com 1211 W. 36th Street North, Tulsa, OK 74127.

5.02 LATE DELIVERY - Proposals will not be accepted after the date and time specified.

5.03 RFQ and SELECTION ESTIMATED SCHEDULE - The owner anticipates awarding the project in March 2024.

Addendum - A



General Information Sheet

Legal Name: _____

D.B.A Name: _____

Business Mailing
Address: _____

Business Physical
Address: _____

Phone Number: _____

Fax Number: _____

Contact or Rep: _____

Title: _____

Email Address: _____

Type of Services: _____

Type of Goods: _____

Submitted By:

(Print Name) (Date)

(Signature)

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

Addendum - B

ACKNOWLEDGEMENT AND CONSENT

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

2. Consent to Jurisdiction. For the purposes of any Agreement entered with the ONGE, Vendor consents to the civil jurisdiction of the Osage Nation and its governmental bodies and agencies, and shall be subject to the laws of the Osage Nation including, but not limited to, the Tribal-State Compact, the Osage Nation Gaming Statute, the Osage Nation Gaming Commission regulations, and the National Indian Gaming Commission regulations. Vendor agrees to adhere to and comply with federal and tribal Internal Control Standards applicable to the goods and services it provides to the ONGE.

3. License or Registration. Any persons or entities transacting with the ONGE for goods and/or services are required by law to be licensed by the Osage Nation Gaming Commission, and are subject to the following conditions: **NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT SHALL NOT BE VALID OR ENFORCEABLE UNLESS AND UNTIL VENDOR HAS APPLIED FOR AND RECEIVED A VENDOR LICENSE FROM THE OSAGE NATION GAMING COMMISSION AS REQUIRED BY THE OSAGE NATION GAMING STATUTE. FAILURE TO APPLY FOR, SECURE, AND MAINTAIN THE REQUISITE LICENSE SHALL BE DEEMED A MATERIAL BREACH OF THIS AGREEMENT AND SHALL RENDER THIS AGREEMENT NULL AND VOID.** Any persons or entities providing the ONGE with non-gaming related services, goods, or supplies as defined in Section 204.1 of the Osage Nation Gaming Commission’s regulations, must register with the Osage Nation Gaming Commission, and are subject to the following conditions: **NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT SHALL NOT BE VALID OR ENFORCEABLE UNLESS AND UNTIL THE NON-GAMING VENDOR HAS REGISTERED WITH THE OSAGE NATION GAMING COMMISSION. FAILURE TO REGISTER OR RE-REGISTER SHALL BE DEEMED A MATERIAL BREACH OF THIS AGREEMENT AND SHALL RENDER THIS AGREEMENT NULL AND VOID.** Vendor shall provide ONGE a copy of its vendor license or evidence of registration when received, or if currently licensed or registered, shall attach a copy to the Agreement. Vendor shall likewise provide ONGE with copies of any licenses required by the Osage Nation Tax Commission.

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

I hereby acknowledge that I have read the foregoing terms and conditions and understand that, by submitting a proposal in response to this RFP, I consent to the above terms and conditions. I further understand that no contract with the Osage Nation Gaming Enterprise shall be valid or enforceable without the inclusion of the terms and conditions contained herein.

Signature

Date

Addendum - C

VENDOR LICENSE REQUIREMENT and NON-COMPLIANCE CONSEQUENCES

ACKNOWLEDGEMENT

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

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

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

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

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

Signature

Date

Printed Name

Business Phone Number

Business Name

Business Address

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

Addendum - D

Certificate of Liability Coverage Tiers

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

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

Osage Nation
Osage Nation Gaming Enterprise
Osage Casino
1211 West 36th St North
Tulsa, OK 74127

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

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

Addendum - E

FEE SCHEDULE

Interior Design Fee..... \$.....

Interior Designer shall enter the proposed fee based on the information included in the RFQ on a percentage basis and include a list of all exceptions, inclusions and exemptions of the fee proposed.

For the purposes of this solicitation please use \$2,000,000.00 as the anticipated project budget.

PREPARED BY:

(Signature)

(Name)

(Title)

Addendum – F



BUSINESS RELATIONSHIPS AFFIDAVIT

Project Name: Interior Design– Hominy, Ponca City, Skiatook, and Tulsa Properties

Company Name: _____

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

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

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

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

Signature _____

Title _____

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

Notary Public

My commission expires:

Addendum – G

Request For Information (RFI) Form

All RFIs must be emailed to: stephanie.parker@osagecasinos.com bruce.cass@osagecasinos.com

PROJECT TITLE: Osage Casinos Interior Design – Hominy, Ponca City, Skiatook, and Tulsa

RFI #:

SUBJECT:

Drawing Reference:

Specification Reference:

INFORMATION REQUESTED:

Attachment(s):

POC NAME:

POC ORGANIZATION:

POC PHONE:

POC EMAIL:

RESPONSE:

Attachment(s):

POC NAME:

POC ORGANIZATION:

POC PHONE:

POC EMAIL: