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REQUEST FOR PROPOSAL

**Project Name:**

Labor Scheduling / Optimization

**Due Date:**

April 12, 2024

**Issued By:**

**Osage Casinos**

1211 West 36th Street North, Tulsa, OK 74127

TABLE OF CONTENTS

1 EXECUTIVE OVERVIEW 3

2 PROJECT SCOPE 3

3 VENDOR COMPANY OVERVIEW 4

3.1 VENDOR EXECUTIVE OVERVIEW 4

3.2 VENDOR GAMING SPECIFIC INFORMATION 4

4 SUBMITTAL REQUIREMENTS 4

5 SELECTION PROCEDURE 5

6 CONTRACT REQUIREMENTS 5

7 CASINO POLICY 5

8 SCHEDULE 6

9 APPENDIX 8

1. EXECUTIVE OVERVIEW

The Osage Casino, 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 Osage County. The Enterprise currently has casinos in Tulsa, Sand Springs, Bartlesville, Hominy, Pawhuska, Skiatook and Ponca City.

The Selection Committee hereby requests proposals from qualified consulting or advisory firms with experience in gaming and hospitality, preferably Tribal in addition to Commerical, to assist in the implementation of standardized labor scheduling and optimization throughout the entire organization. The primary objectives are to invoke favorable company-wide change by deploying our UKG system to standardize employee scheduling while enhancing efficiencies and optimizing resource allocations.

Currently, labor scheduling is decentralized across various properties and all departments within each property. Spreadsheets or documents are typically used to produce weekly or bi-weekly employee schedules with limited or potentially no analytical input or performance metrics, and employee schedules are prone to change. Hence, executive management has determined leveraging a UKG scheduling product is critical to improving operations.

Questions regarding this RFP should be directed to Parks Pendergraft 918-699-7801

***2. PROJECT SCOPE***

Osage Casinos is presently taking bids for a consultant or advisor to provide direction and assistance in finalizing our decision to choose from one of the following UKG products: 1) Basic Scheduling; 2) Advanced Scheduling or 3) Virtual Roster, in conjunction with providing expertise and support in the following critical areas:

1. Achieving an understanding and assessment of our current scheduling processes and UKG system.
2. Assist in developing a company-wide scheduling strategy.
3. Review and develop policies, procedures, and guidelines for standardized scheduling.
4. Support in providing training sessions for staff involved in scheduling activities.
5. Provide support during the implementation and post-implementation phases of process incorporation and software go-live.
6. Participation in designing gaming & hospitality metrics and key performance indicators (KPIs) to measure the effectiveness of labor scheduling.

**Please provide the following information regarding your company.**

###### *3. Vendor - Company Overview:*

* Company name including parent and affiliate companies
* Home office and local contact addresses, city, state, zip
* Primary contact information
* Company history and years in gaming and hospitality industry
* Total number of employees

###### *3.1 Vendor - Executive Overview:*

* Provide a brief overview of your company and what unique services/systems you provide.

###### *3.2 Vendor - Gaming Specific Information:*

* What business alliances do you have in place to deliver your services?
* Number of currently active gaming (Tribal and Commericial) accounts which you provide the same service we are requesting?
* List gaming and hospitality accounts in Oklahoma
* What vendor/gaming licenses do you hold? What jurisdicitons?
* Are you licensed to do business with Osage Casinos? (If you are currently licensed with Osage Casinos, please provide a copy of your current license in your submittal package)
* Have you ever had a vendor/gaming license suspended or revoked?

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**REFERENCES**

Please provide a list of at least four (4) client references similar to the size and scale to our organization. References must be using the services and products proposed in your response to this RFP. Include contact names and telephone numbers

***4. SUBMITTAL REQUIREMENTS***

* + Answers should immediately follow the questions.
  + An electronic proposal in PDF format and send via email. If file size is an issue, please contact us.
  + All completed forms and payments must be provided.
* The proposal must be received by the noted date and at location specified.

Your submittal must be received no later than the close of business (4:30 pm, CDT) on Friday, April 12, 2024. Submittals shall be sent to:

Osage Casinos - Central Office

1211 West 36th Street North

Tulsa, OK 74127

Attn: Stephanie Parker

***5. SELECTION PROCEDURE***

* The proposals will be reviewed to determine if all submission requirements were met. Failure to submit complete documents may result in the proposal being rejected. In the event that all proposals are judged incomplete, the Osages Casino reserves the right to select the proposal(s) which in its opinion most nearly meets all the requirements of this Request For Proposals.
* Preference will be awarded to firms that are at least 51% owned by an Osage Tribal member(s). (Tribal Membership card and documentation of ownership must be provided)
* Firms selected for final consideration may be asked to formally present their proposal to and be interviewed by the project Selection Committee.

***6. CONTRACT REQUIREMENTS***

Please complete all required forms. Failure to complete the forms and send the required checks will eliminate your submission from review. We will return all checks and destroy applications for vendors not selected.

* General Information Sheet (Appendix A)
* Standard Vendor Addendum (Appendix B)
* Business Relationships Affidavit (Appendix C)
* IRS Form W-9 (Appendix D)

***7. CASINO POLICIES***

* Osage Casinos reserves the right to reject any or all proposals. Management will determine if re-bidding is required on a case-by-case basis. The casino reserves the right to change bid specifications during the bid process. All bidders will be notified of changes.
* All bids shall be binding for one hundred twenty (120) calendar days following the bid opening.
* All materials submitted in response to the RFP become property of the Osage Casinos. Proposals and supporting material will not be returned to the vendors.
* No bids will be accepted after the established deadlines.

***8. SCHEDULE***

The following schedule shall be used for this solicitation (subject to change due to required approvals):

March 15, 2024 Request for Proposals issued

April 12, 2024 Proposals due

April 26, 2024 Vendor Interviews / Selection

Notice: You agree that the information contained in this proposal is true, complete, and accurate to the best of your knowledge and belief. Any false information submitted may result in disqualification.

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**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, 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

WHEREAS, the Parties wish to enter into the Agreement in order for Vendor to provide certain goods and/or services to ONGE dba OC, and

WHEREAS, 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. 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. 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.
7. 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.
8. 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:

**Appendix – D**

A close-up of a form

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