



Title 31 Annual Review  
***Request for Proposal***

**Osage Casinos Contact:**

Director of Regulatory Compliance: Ashlee Hartness  
Address: 1211 W. 36<sup>th</sup> St. N  
City, State, ZIP: Tulsa, OK 74127  
Phone: 918-699-7718  
Email: [Ashlee.Hartness@osagecasinos.com](mailto:Ashlee.Hartness@osagecasinos.com)

***All bidder communication prior to the date set for submission must be sent to the Osage Casinos RFP Contact. Failure to do so may disqualify the participant from participating in further activities regarding this and future projects***

**Introduction**

Osage Nation Gaming Enterprise owns five (5) casinos which are all required under section 352 of the USA PATRIOT Act and further codified in 31CFR §103.64 to implement a complete Bank Secrecy Act (“BSA”) compliance program. The program must be designed to adequately address the risks posed by all of our products, services, customer base, and geographic location to detect and report potential acts of money laundering. There are a number of program requirements as follows:

- A system of internal controls to assure ongoing compliance with BSA;
- **Internal or external independent testing for compliance commensurate with the determined risks;**
- Training of casino personnel, including detailed instruction to promote the recognition and documenting of suspicious activity;
- A single individual assigned the responsibility to assure the continued day-to-day compliance;
- Policies and procedures for using all available information to be certain we have a qualified customer identification program;
- Policies and procedures for using all available data including all electronic data systems for identifying reportable transactions;

The highlighted independent testing must be performed based on a frequency determined by the overall risk assessed by the casino. The casino has established through the compliance program that testing must be done annually and when any changes to the casino's products, services, or customer base change which may pose additional risks.

**Osage Casinos encourages the development of Community owned and Native American owned enterprises and reserves the right to award to such an enterprise should all other criteria have competitive equivalency.**

**Timing of Selection:**

1. Issue of Request for Proposal Monday, November 18<sup>th</sup>, 2024
2. Submission Deadline Monday, December 2<sup>nd</sup>, 2024.

## **SECTION I: ITEMS**

The selected organization will evaluate the following key components of the casino's AML program to determine the proper level of compliance. This review will allow the casino to evaluate any and all findings and make modifications to the program when deemed appropriate.

The following list of items as derived from FinCEN guidance represents the minimum areas to be evaluated during the agreed to testing period:

- Allow Regulatory Compliance Team Members to shadow the process as an opportunity for learning.
- Evaluate management's awareness and commitment to the AML Compliance Program.
- Review of all AML policies, procedures, and internal controls to determine the need for any updates.
- Test for the level and frequency of training which will include determination on whether the training is appropriate for the casino and whether training records are being appropriately retained.
- Evaluate the Title 31 Compliance Officers authority and responsibilities to determine the extent of control and effectiveness along with all staff members.
- Examine the number of filings in relation to the size/location of each casino to ensure demonstration of compliance.
- Determine the extent to which automated systems are used to support the overall AML program.
- Evaluate the adequacy of the policies and procedures for the types of financial services offered and negotiable instruments accepted.
- Test for compliance in filing completed, accurate and timely files CTR's.
- Test for compliance in filing completed, accurate and timely files SAR's.
- Establish if the proper methods are effective in detecting and reporting suspicious activity including thorough form completion and timely filing.
- Compare existing policies, procedures and internal controls to best practices for efficiencies and effective application.
- Detailed findings and recommendations should be detailed in a formal report.
  - Findings for a specific location must be documented and easy to discern from general findings.
- Preliminary draft reports should be issued in Word so management can provide responses to findings and recommendations before the final reports are issued.

## **SECTION II: REQUIREMENTS**

All proposals shall include estimated travel and meals costs separately stated from the quote for the actual independent testing service fee. The final agreed to fee should be stated as a not to exceed.

## **SECTION III: GENERAL INFORMATION**

Vendors must comply with licensing regulations for the Osage Nation Gaming Commission, which will include a business and separate gaming license to do business with Osage Casinos.

Contract will be awarded contingent upon the vendor submitting to license requirements within two weeks of selection.

All other licenses and permits are the responsibility of the vendors.

Vendors will provide all materials, training supplies, and special equipment needed to complete the required tasks.

The use of subcontractors must be disclosed.

Vendors must agree to the stipulations associated with working with Osage Casinos such that you will abide by Osage Casinos standard legal terms.

**Please submit proposals to Osage Casinos defined below.**

Responses must be received by Monday, December 2<sup>nd</sup>, 2024 at 4 pm Central Standard Time. **Late responses will not be accepted.** Osage Casinos requests responses be submitted via email, clearly labeled "Response to Title 31 Annual Review". Questions relating to the proposal process can be directed to Ashlee Hartness at the contact email above. Questions submitted to any other individual or via any other format will not be responded to. **Please do not copy others within Osage Casinos on your requests.** Questions must be submitted by no later than 4 pm on Monday, November 25<sup>th</sup>, 2024 to receive a response. Your questions will be answered and anonymously posted via email back to each bidder. **Please note that failure to comply with any of the items listed above may result in the disqualification of your response.**

Response to Request for Qualifications shall be submitted as follows:

Procurement Officer: Stephanie Parker  
Phone: 918-699-7834  
Email: [stephanie.parker@osagecasinos.com](mailto:stephanie.parker@osagecasinos.com)  
Address: 1211 W. 36th St. N. Tulsa, OK 74127

All Questions should be directed to the Procurement Officer via e-mail Submittal Date & Time: No later than 4:00 p.m. **CST, Monday, December 2<sup>nd</sup>, 2024.** 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.

This RFP is not a binding agreement to purchase goods or services.

Sincerely,

Ashlee Hartness

# 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: \_\_\_\_\_ (Date)

(Print Name)

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

**\* Please attach a copy of W-9**

# 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 \$250.00 licensing fee and \$50.00 fee 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**

---

# 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.

---

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) 287-552



# Appendix –D

## BUSINESS & PERSONAL RELATIONSHIPS AFFIDAVIT

Project Name:

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, Osage Nation Gaming Enterprise Board 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  
\_\_\_\_\_