



# REQUEST FOR PROPOSALS

**PROJECT NAME:**

**Osage Casino Cash Recycling System**

**Due Date: January 20, 2026**

**ISSUED BY: OSAGE CASINO**

**1211 West 36th Street North, Tulsa, OK 74127**

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

Osage Casinos operates seven state-of-the-art gaming and entertainment properties in and around Osage County. One of the largest employers in northeast Oklahoma, Osage Casinos offers extensive gaming opportunities, venues for local and national entertainment, banquet space for event rentals, hotels, restaurants, convenience stores, and more.

Founded in 2002, Osage Casinos plays a critical role in providing income to support the needs of the Osage Nation and the state. The Osage Nation uses revenues from its casinos to:

- Fund tribal government and programs.
- Provide for the general welfare of the tribe and its members.
- Promote tribal economic development.
- Support charitable organizations.
- Help fund operations of local government agencies of the Osage Nation.

The business entity is governed by the Osage Nation Gaming Enterprise Board.  
More information is available at [osagecasinos.com](http://osagecasinos.com)

## REQUEST FOR PROPOSAL

Inquiries regarding the request for proposal shall be directed in writing, on or before January 12, 2026, to the following:

**Primary Contact:** Stephanie Parker  
Procurement Officer  
1211 West 36<sup>th</sup> St North  
Tulsa, OK 74127  
918-699-7834  
[Stephanie.parker@osagecasinos.com](mailto:Stephanie.parker@osagecasinos.com)

RFP Number: OC-2025-CASH-001

**Prohibited Communications:** From the date of RFP issuance until contract award, vendors shall not contact any Osage Casinos employees, board members, or representatives regarding this RFP except through the designated contact above. Violation of this provision may result in disqualification.

No oral requests will be accepted, and no oral answers/responses will be given. To ensure the fair and consistent distribution of information, all questions will be answered by a Q&A document, which will be posted on the Osage Casino's website ([www.osagecasinos.com](http://www.osagecasinos.com))

Any revisions to the solicitation will be made only by an addendum issued by the Osage Casino, which will be posted on the Osage Casino's website.

**Osage Casinos is soliciting competitive sealed proposals from qualified professional firms to provide a Cash Recycling System.**

**Response to Request for Proposal shall be submitted as follows:**

**Date & Time:** No later than 5:00 p.m. CST January 20, 2026

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

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

## **SECTION 1: INTRODUCTION AND OVERVIEW**

### **1.1 Purpose**

Osage Casinos is seeking proposals from qualified vendors to provide an enterprise-grade cash recycling system for back-office cash automation across our gaming operations. The solution must automate employee bank building, cash reconciliation, and related cash handling processes while integrating with our existing casino systems.

### **1.2 Background**

Osage Casinos currently operates seven (7) gaming properties across Oklahoma and seeks to modernize cash handling operations to:

- Reduce cash variances and manual handling errors
- Improve operational efficiency and employee productivity
- Enhance cash security and accountability
- Provide real-time visibility into cash operations
- Streamline audit and reconciliation processes

### **1.3 About Osage Casinos**

Osage Nation Gaming Enterprise, doing business as Osage Casinos, is a wholly owned enterprise of the Osage Nation, a federally recognized Indian tribe. Osage Casinos provides gaming, hospitality, and entertainment services at seven (7) locations throughout Oklahoma, including:

- Tulsa – 951 W 36th St N, Tulsa, OK 74127
- Sand Springs – 7629 West 41st St, Sand Springs, OK 74063
- Skiatook – 5591 West Rogers Boulevard, Skiatook, OK 74070
- Ponca City – 64464 US Highway 60, Ponca City, OK 74604
- Bartlesville – 1803 US 60, Bartlesville, OK 74003
- Pawhuska – 1421 John Dahl Avenue, Pawhuska, OK 74056
- Hominy – 11 Red Eagle Blvd, Hominy, OK 74035

Corporate offices are located at 1211 W 36th St N, Tulsa, OK 74127.

## **SECTION 2: PROJECT SCOPE AND OBJECTIVES**

### **2.1 Project Objectives**

To implement a best-in-class cash recycling system that eliminates manual cash handling inefficiencies, reduces variances to near-zero, and provides enterprise-wide cash visibility across all seven Osage Casino properties.

- Eliminate cash counting errors and variances
- Reduce time spent on cash handling
- Automate employee bank building and till management
- Streamline end-of-shift reconciliation processes
- Enable self-service employee cash management

### **2.2 Scope of Work**

#### **Hardware Provision**

- Cash recycling equipment (note and coin) for each property
- All necessary peripheral devices and accessories
- Backup/redundant systems as recommended
- UPS/power protection systems as required

#### **Software Provision**

- Enterprise cash management software platform
- Administrative and reporting portals
- User interfaces for employees and supervisors
- Mobile applications (if applicable)
- All necessary software licenses

#### **Implementation Services**

- Site assessments for all 7 properties
- Installation and configuration of all hardware
- Software installation and configuration
- System integration with Casino CashTrac (see Section 3.3 for detailed requirements)
- Testing and quality assurance
- Go-live support at each property

#### **Training Services**

- Comprehensive training program development
- Train-the-trainer sessions
- End-user training for all employees

- Supervisor and administrator training
- Ongoing training materials and documentation

### **Support Services**

- Technical support (24/7 availability per SLA requirements in Section 5.2)
- Hardware maintenance and repair
- Software updates and patches
- Remote monitoring and diagnostics
- On-site service as needed

### **Documentation**

- System architecture and design documentation
- Integration specifications and APIs
- User manuals and quick reference guides
- Administrator guides
- Troubleshooting and maintenance procedures
- Disaster recovery and business continuity plans

### **2.3 Project Locations**

The solution will be deployed at all seven Osage Casino properties as detailed in Section 3.2.

## SECTION 3: TECHNICAL REQUIREMENTS

### 3.1 Performance Specifications

- Must process all U.S. note and coin denominations
- Minimum uptime: 99.9% (see Section 5.2 for SLA details)
- Counting accuracy: Error rate less than 0.1%
- Full audit trails for all transactions, access events, and reconciliation activities
- Counterfeit detection and data integrity standards must be met
- Support for high-volume operations with rapid processing speeds

### 3.2 Property-Specific Cash Volume Requirements

The proposed solution must accommodate the following cash volumes by property. Equipment sizing and capacity must support these volumes with adequate headroom for growth:

Property	Gaming Equipment	Recyclers Needed	Cash Volume (2.5 Days)	Daily Volume	Notes
<b>Tulsa</b>	1,631 Slots 16 Kiosks 2 ATMs 2 JPUs	2-3	\$65,000- \$70,000	\$18,000	Jackpot Window Near Thunder Bar BOH Event Center BOH
<b>Sand Springs</b>	564 Slots 5 Kiosks 1 JPU	1	\$13,000	\$2,500	Site assessment required
<b>Ponca City</b>	423 Slots 5 Kiosks 1 JPU	1	\$15,000	\$3,000	Re-evaluate after remodel
<b>Bartlesville</b>	517 Slots 5 Kiosks 1 JPU	1-2	\$43,000	\$3,300	Volume may decrease after imprest bank optimization
<b>Hominy</b>	213 Slots 2 Kiosks	1 (small unit)	\$4,500	\$600	Small- capacity unit acceptable
<b>Pawhuska</b>	257 Slots 3 Kiosks	2 (small units)	\$33,000	\$1,500	Volume may decrease after imprest bank optimization
<b>Skiatook</b>	438 Slots 4 Kiosks 1 ATM	3 (small units)	\$15,000	\$2,000	Site assessment required

Note: 2.5-day volumes include current impressed bank amounts for all outlets. Vendors must conduct site visits at each property during the proposal process to finalize placement locations and validate capacity requirements.

### **3.3 Casino CashTrac Integration Requirements**

The proposed solution must provide seamless, real-time integration between Casino CashTrac (CCT / Casino Insight) and the vendor's cash recycler hardware. Integration must include secure, bidirectional communication that allows CCT to control all deposit and dispense activity, capture validated denomination and inventory data, and receive all device-level status, fault, and exception conditions.

The recycler interface must support standard connectivity (USB/serial/TCP/IP) and expose a stable API, SDK, or service layer (e.g., REST/TCP service, DLL/COM, or CEN/XFS) required for CCT cage workstation integration.

The solution must return accurate denomination breakdowns for every transaction, provide real-time cassette inventory and device status, and transmit electronic journal information needed for reconciliation, variance reporting, and audit compliance.

All device interactions must enforce role-based access control, support dual-control where required, maintain immutable logs for regulatory use, and operate on a secured, segmented network.

Vendors must supply complete API documentation, driver requirements, and configuration guidance to support implementation. Include in your proposal:

- Detailed integration architecture diagram
- API/SDK documentation and specifications
- Data exchange formats and protocols
- Sample integration code or implementation examples
- Network and security requirements
- CCT version compatibility matrix
- Integration testing methodology
- Estimated integration timeline and resource requirements

### **3.4 Active Directory Integration**

The solution must integrate with Osage Casinos' Active Directory for user authentication and role-based access control. All user access, permissions, and audit trail activities must leverage existing AD infrastructure.

### **3.5 Equipment and Infrastructure Requirements**

- Standard 110V/120V power with appropriate circuit requirements
- Operating environment: Temperature 50–90°F; Humidity 20–80%
- ADA-compliant user interface positioning and accessibility
- Noise levels  $\leq 70$  dB during normal operation
- Physical footprint and clearance requirements must be specified
- Network connectivity requirements (wired/wireless specifications)

### **3.6 Security Requirements**

- Multi-layer counterfeit detection (UV, magnetic, infrared, optical)
- Tamper-evident design with real-time alerts
- Secure safe construction meeting industry standards
- Real-time transaction logging with immutable audit trails
- Dual custody controls for administrative functions
- Physical lock and key security mechanisms
- Encrypted data transmission and storage
- Compliance with tribal gaming regulatory requirements

## **SECTION 4: DELIVERABLES AND TIMELINE**

### **4.1 Required Deliverables**

- Hardware equipment for each property per specifications
- Software platform and all necessary licensing
- Complete system configuration and integrations
- Comprehensive documentation (user manuals, admin guides, training materials)
- Detailed installation and deployment plan
- Test results and acceptance criteria documentation
- Training plan and completion certification
- Support and maintenance plan with SLA commitments
- Project management deliverables (schedule, status reports, risk logs)

### **4.2 Project Schedule**

Osage Casinos seeks full deployment and operational go-live at all seven properties within 6-9 months from contract execution. Vendors must provide a comprehensive project schedule including:

- Detailed timeline with all major milestones
- Site assessment schedule for all properties
- Hardware procurement and delivery timelines
- Installation sequence and duration by property
- Integration and testing phases
- Training schedule
- Go-live dates by property
- Contingency buffers and risk mitigation strategies

The final project schedule will be mutually agreed upon during contract negotiations. Proposals should clearly identify any dependencies, constraints, or assumptions affecting the timeline.

## **SECTION 5: VENDOR QUALIFICATIONS**

### **5.1 Minimum Experience Requirements**

Vendors must demonstrate the following minimum qualifications:

- Experience with tribal gaming enterprise deployments (Class II and/or Class III facilities)
- Successful implementation of multi-property enterprise cash recycling systems
- Proven integration experience with Casino CashTrac (CCT/Casino Insight)
- Minimum of three (3) years in business providing casino cash automation solutions
- Financial stability and ability to support long-term maintenance commitments

### **5.2 Support Capabilities and Service Level Requirements**

Vendors must provide the following support capabilities:

**24/7 Technical Support:** Toll-free phone and email support available around the clock

#### **Response Time SLAs:**

- Critical issues (system down, cash inaccessible): 2-hour response, 8-hour resolution
- High priority (degraded functionality): 4-hour response, 24-hour resolution
- Medium priority (non-critical issues): 8-hour response, 72-hour resolution
- Low priority (cosmetic, documentation): 24-hour response, 1-week resolution

**On-Site Service:** Ability to provide on-site technical service in Oklahoma within response time windows

**Remote Capabilities:** Remote diagnostics, monitoring, and troubleshooting capabilities

**Parts and Inventory:** Spare parts depot, loaner equipment availability, and replacement part SLAs

**System Uptime:** Minimum 99.9% uptime guarantee with clearly defined measurement methodology

Vendors must specify any additional support tiers, premium support options, and associated costs in their proposal.

## **SECTION 6: PROPOSAL REQUIREMENTS**

### **6.1 Proposal Format and Content Requirements**

Proposals must be organized in the following format with clearly labeled sections:

#### **Section 1: Executive Summary (2-3 pages maximum)**

- High-level overview of proposed solution, key differentiators, and value proposition

#### **Section 2: Company Overview (5 pages maximum)**

- Company history and organizational structure
- Years in business and financial stability information
- Number of employees and organizational capabilities
- Geographic service coverage and support infrastructure
- Relevant certifications and industry memberships

#### **Section 3: Technical Solution (20 pages maximum)**

- Detailed description of proposed hardware (make, model, specifications)
- Software platform architecture and capabilities
- How solution meets each requirement in Section 3
- System diagrams and technical architecture
- Scalability and future enhancement capabilities
- Security features and compliance approach

#### **Section 4: Integration Approach (10 pages maximum)**

- Detailed CashTrac integration methodology (per Section 3.3)
- Active Directory integration approach
- Integration timeline and resource requirements
- API/SDK documentation and specifications
- Testing and validation approach
- Known integration challenges and mitigation strategies

#### **Section 5: Implementation Plan (10 pages maximum)**

- Detailed project schedule and methodology
- Site assessment approach
- Installation and deployment strategy
- Resource plan (vendor and client responsibilities)
- Risk management and mitigation strategies

- Quality assurance and testing approach
- Go-live support plan

**Section 6: Training Plan** (5 pages maximum)

- Training approach and methodology
- Curriculum outline for each role (end-users, supervisors, administrators)
- Training schedule and duration
- Training materials and ongoing resources
- Train-the-trainer approach

**Section 7: Support and Maintenance** (10 pages maximum)

- Support model and staffing (24/7 coverage)
- Response and resolution processes
- SLA commitments and measurement approach
- Escalation procedures
- Preventive maintenance program
- Software update and patch management process
- Spare parts and equipment replacement process

**Section 8: Pricing** (See Section 6.2 for detailed requirements)

**Section 9: Experience and References** (10 pages maximum)

- Relevant project experience (tribal gaming preferred)
- Case studies of similar multi-property deployments
- Client references (see Section 6.3 for requirements)

**Section 10: Exceptions and Assumptions**

- Any exceptions to RFP requirements or assumptions made in preparing proposal

**Proposal Length:** The complete proposal (excluding pricing, references, and appendices) should not exceed 20 pages. Use minimum 11-point font, 1-inch margins, and standard business format.

**6.2 Pricing Requirements**

Vendors must provide comprehensive, itemized pricing using the following structure:

Hardware Costs:

- Cost per recycler unit by model/size
- Quantity and cost breakdown by property
- Peripheral equipment and accessories

#### Software Licensing:

- Licensing model (perpetual, subscription, concurrent user, etc.)
- Enterprise platform licensing costs
- Per-property or per-device licensing fees
- Administrative and reporting module costs

#### Implementation Services:

- Site assessment costs (per property or lump sum)
- Installation and configuration services
- Integration services (CashTrac, Active Directory)
- Testing and quality assurance
- Project management
- Go-live support

#### Training:

- Training development costs
- On-site training delivery (days and rates)
- Train-the-trainer sessions
- Training materials

#### Annual Maintenance and Support:

- Year 1 support costs (typically included in implementation)
- Years 2-5 annual support costs
- Premium or enhanced support options (if applicable)
- Software maintenance and update fees

#### Travel and Expenses:

- Estimated travel costs for site visits, installation, training, and support

#### Optional Items:

- Any optional equipment, features, or services with associated costs

#### Total Cost of Ownership:

- Provide 5-year total cost of ownership summary

All pricing must be valid for 180 days from the proposal due date. Identify any pricing assumptions, exclusions, or dependencies.

### **6.3 Reference Requirements**

Vendors must provide a minimum of three (3) and a maximum of five (5) client references meeting the following criteria:

- Tribal gaming organizations (Class II or Class III facilities) strongly preferred
- Multi-property deployments of cash recycling systems
- Implementations completed within the past three (3) years
- Projects of similar scope and complexity

For each reference, provide:

- Organization name and location
- Primary contact name, title, phone number, and email address
- Project scope and description
- Number of properties and devices deployed
- Project start and completion dates
- Integration systems involved
- Brief description of outcomes and customer satisfaction

Osage Casinos reserves the right to contact references and may seek additional references beyond those provided.

### **6.4 Submission Requirements**

- Electronic submission only (PDF format preferred, Word acceptable)
- Clearly labeled sections matching RFP organization
- PDF must be bookmarked for navigation
- File naming convention: VendorName\_OsageCasinos\_CashRecycler\_RFP.pdf
- Submit to email address listed in Primary Contact section
- Vendors will receive email confirmation of receipt within 24 hours

### **6.5 Vendor Questions**

All questions regarding this RFP must be submitted in writing via email to the Primary Contact by December 20, 2025 at 5:00 PM Central. Questions and answers will be compiled and distributed to all known interested vendors via email addendum. No verbal questions or clarifications will be accepted.

## 6.6 Evaluation Process and Criteria

Proposals will be evaluated by a cross-functional team from Osage Casinos. The evaluation will be conducted in the following phases:

### Phase 1: Compliance Review

- Verification that proposals meet minimum requirements and qualifications

### Phase 2: Technical Evaluation

- Detailed scoring based on weighted criteria below

### Phase 3: Vendor Demonstrations

- Shortlisted vendors will be invited for on-site demonstrations and Q&A sessions

### Phase 4: Reference Checks

- Contact and evaluation of provided references

### Phase 5: Best and Final Offer (BAFO)

- Selected finalists may be asked to submit revised pricing or clarifications

### Phase 6: Contract Award

- Selection and notification of winning vendor

Evaluation Criteria and Weights:

Category	Weight
Technical Solution	30%
Cost / Value	25%
Experience & Qualifications	20%
Support Capabilities	15%
Integration Capability	10%

Osage Casinos reserves the right to:

- Reject any or all proposals
- Waive minor irregularities in proposals
- Request clarifications or additional information
- Negotiate terms and pricing with selected vendor(s)
- Award to other than the lowest cost proposal
- Cancel this RFP at any time

## **SECTION 7: GENERAL TERMS AND CONDITIONS**

### **7.1 Proposal Validity**

All proposals must remain valid and binding for 180 days from the proposal submission deadline. This ensures Osage Casinos has adequate time to complete evaluation, demonstrations, reference checks, and contract negotiations.

### **7.2 Insurance and Bonding**

The selected vendor will be required to maintain appropriate insurance coverage including:

- Commercial General Liability: Minimum \$2,000,000 per occurrence
- Professional Liability/E&O: Minimum \$2,000,000 per claim
- Workers' Compensation: Statutory limits
- Commercial Auto Liability: Minimum \$1,000,000 combined single limit
- Cyber Liability: Minimum \$2,000,000 per occurrence

Osage Nation Gaming Enterprise must be named as additional insured on all applicable policies. Certificate of Insurance must be provided prior to contract execution.

### **7.3 Confidentiality**

Vendors must maintain strict confidentiality regarding all information obtained during the RFP process and any subsequent contract performance. This includes but is not limited to:

- Osage Casinos financial information and cash handling volumes
- Security procedures and system configurations
- Personally identifiable information of employees
- Tribal gaming operational data
- Any proprietary or sensitive business information

A comprehensive Non-Disclosure Agreement will be required prior to contract execution and site assessments.

### **7.4 Compliance Requirements**

The selected vendor and all solution components must comply with:

- Applicable federal laws and regulations
- Osage Nation tribal gaming regulations and ordinances
- National Indian Gaming Commission (NIGC) requirements
- Payment Card Industry Data Security Standard (PCI DSS) where applicable
- Americans with Disabilities Act (ADA) requirements

- Occupational Safety and Health Administration (OSHA) standards

### **7.5 Background Checks**

All vendor personnel who will have access to Osage Casino properties or systems must successfully complete background checks as required by tribal gaming regulations. This includes:

- Criminal background checks
- Employment verification
- Tribal gaming license or vendor registration as required
- Drug screening as required by property access policies

Vendors are responsible for all costs associated with background checks and licensing of their personnel.

### **7.6 Warranty Requirements**

Vendors must provide comprehensive warranties covering:

- Hardware: Minimum 1-year manufacturer warranty on all equipment
- Software: Minimum 1-year warranty against defects
- Installation and integration: Minimum 90-day workmanship warranty
- Performance: Solution must meet all specified performance requirements

Extended warranty options and costs should be clearly identified in the proposal.

### **7.7 Tribal Sovereign Immunity**

The Osage Nation Gaming Enterprise is an instrumentality of the Osage Nation, a federally recognized Indian tribe possessing sovereign immunity. Nothing in this RFP or any resulting contract shall be deemed or construed as a waiver of the sovereign immunity of the Osage Nation or Osage Nation Gaming Enterprise.

Any contract disputes shall be resolved in accordance with the dispute resolution procedures established in the contract, which may include arbitration or mediation. The venue for any such proceedings shall be within the Osage Nation Reservation or as otherwise agreed in the contract.

### **7.8 Right to Audit**

Osage Casinos reserves the right to audit vendor records related to the project and ongoing services to ensure compliance with contract terms, pricing accuracy, and service level commitments.

### **7.9 Limitation of Liability**

Standard limitation of liability provisions will be negotiated in the final contract. Vendors should identify any proposed limitations or exclusions in their proposal.

### **7.10 Termination**

The contract will include provisions for termination for cause, termination for convenience, and associated notice periods and obligations. Standard Osage Casinos termination provisions will apply

unless specifically negotiated otherwise.

### **7.11 Force Majeure**

Standard force majeure provisions will apply, excusing performance delays due to circumstances beyond reasonable control of either party.

### **7.12 Independent Contractor**

The vendor will be an independent contractor and not an employee, agent, or representative of Osage Nation Gaming Enterprise. The vendor is responsible for all taxes, insurance, and benefits for its personnel.

### **7.13 Subcontracting**

Vendors must identify any proposed subcontractors in their proposal. All subcontractors must be approved by Osage Casinos and must meet the same requirements as the prime vendor, including background checks and insurance requirements.

### **7.14 Intellectual Property**

Ownership of intellectual property will be addressed in the contract. Generally:

- Vendor retains ownership of pre-existing IP and commercial products
- Osage Casinos retains ownership of custom configurations, reports, and data
- Appropriate licenses granted for use of vendor IP
- Restrictions on use of Osage Casinos' name, logo, and confidential information

## **SECTION 8: EXHIBITS AND APPENDICES**

The following exhibits are attached to this RFP:

**Exhibit A:** Master Terms and Conditions (to be provided with contract)

Vendor #: \_\_\_\_\_  
W-9 Received: \_\_\_\_\_

## Vendor General Information Sheet

Legal Name: \_\_\_\_\_

DBA Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Types of Goods and Services Provided: \_\_\_\_\_

Publicly traded: YES      Stock Exchange/Symbol: \_\_\_\_\_      No

Will there be a contract with this vendor: Yes      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

Contact or Rep: \_\_\_\_\_

Ordering Preference:      Phone      Fax      Email

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email \_\_\_\_\_

Osage Casino Employee Contact: \_\_\_\_\_ Department: \_\_\_\_\_

Business Address:

Payment Terms:

**BUSINESS RELATIONSHIPS AFFIDAVIT**

STATE OF \_\_\_\_\_) SS:

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, of lawful age being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture or other business relationship presently in effect or which existed within one year prior to the date of this statement with architect, engineer, Osage Nation, Osage tribal member or other party to the project is as follows:

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

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

(If none of the business relationships herein above mentioned exists, affiant should so state)

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

Affiant

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2020.

[SEAL]

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

**THIS EXECUTED AFFIDAVIT MUST ACCOMPANY YOUR PROPOSAL**

## Standard Vendor Addendum

### MASTER TERMS AND CONDITIONS REQUIRED BY ONGE FOR ALL VENDOR AGREEMENTS

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

WHEREAS, (1) the Osage Nation Gaming Enterprise is a wholly-owned unincorporated enterprise of the Osage Nation, a federally recognized Indian tribe, and as an instrumentality of the Osage Nation, possesses all the privileges and immunities of the Osage Nation, including its status as a non-taxable entity and its sovereign immunity from unconsented suit; and (2) the Parties wish to enter into the Agreement in order for Vendor to provide certain goods and/or services to ONGE dba OC, and (3) the Parties understand that this Addendum is necessary in order for the Agreement to be enforceable,

THEREFORE, the Parties agree to specifically delete any and all language in the Agreement that may prohibit written amendments to the Agreement, and agree in writing to amend the Agreement as follows:

1. License or Registration. Any persons or entities transacting with the ONGE for goods and/or services are required by law to be licensed by the Osage Nation Gaming Commission, and are subject to the following conditions: **NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT SHALL NOT BE VALID OR ENFORCEABLE UNLESS AND UNTIL VENDOR HAS APPLIED FOR AND RECEIVED A VENDOR LICENSE FROM THE OSAGE NATION GAMING COMMISSION AS REQUIRED BY THE OSAGE NATION GAMING STATUTE. FAILURE TO APPLY FOR, SECURE, AND MAINTAIN THE REQUISITE LICENSE SHALL BE DEEMED A MATERIAL BREACH OF THIS AGREEMENT AND SHALL RENDER THIS AGREEMENT NULL AND VOID.** Vendor acknowledges that its compliance with Osage Nation Gaming Commission vendor licensing regulations is required in order to be paid from gaming revenue, and that payment may only be issued to the licensed vendor name. The 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 Casinos 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 is filed in the District Court of the Osage Nation solely in relation to claims for relief in the form of an order: 1) compelling ONGE to take action expressly required by this Agreement; 2) compelling ONGE to discontinue action expressly prohibited by this Agreement; and/or 3) awarding money damages against ONGE for breach of this Agreement. Under no circumstances shall this paragraph be construed to authorize any enforcement of any kind whatsoever against any assets of ONGE except: 1) its unobligated gaming revenues, or 2) the Equipment pledged pursuant to this Agreement; nor shall it be construed to authorize any award of extraordinary, punitive, indirect, special, incidental, or consequential damages; nor shall it be construed as an authorization or consent to arbitration. Nothing in this paragraph authorizes any waiver, limitation, or modification of the sovereign immunity of the Osage Nation from unconsented suit or recovery of any award of damages against the ONGE from any assets of the Osage Nation other than those of the ONGE as specifically provided herein.

5. Indemnification. Vendor shall hold harmless and indemnify the Osage Nation, ONGE and its officers and employees against losses, costs, damages, expenses, or other liabilities arising from the negligent performance of the Vendor’s duties, to include injury to persons or to any property.
6. Force Majeure. Neither party shall be held liable for damages or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party or parties, including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, pandemic, omissions or delays in acting by any governmental authority, national or local emergency, or any other event similar to those enumerated above (“Force Majeure”), or when Force Majeure causes a party to suspend operations or temporarily shut down. Provided, however, that the party or parties so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue to use diligent, good faith efforts to avoid the effects of such Force Majeure event and to perform the obligation whenever such causes are removed. A party shall provide written notice to the other party within a reasonable time after the occurrence of the Force Majeure event, and the parties shall mutually seek a resolution of the delay or the failure to perform. All delivery dates under this Agreement that have been affected by Force Majeure shall be tolled for the duration of such Force Majeure. Notwithstanding the foregoing, should the event(s) of Force Majeure suffered by a party extend beyond a four-month period, the party may then terminate this Agreement by written notice to the other party, with the consequences of such termination as if this Agreement had expired.
7. Term. Notwithstanding any language to the contrary in the Agreement, in no event shall the initial term or any renewal exceed three years in duration. Unless a lesser term is designated in the Agreement, ONGE may terminate any agreement without cause by providing at least 120 days’ notice to Vendor.
8. No Assignment or Transfer: Vendor acknowledges that its contracts with ONGE cannot be sold, assigned or managed by another entity without the written approval of ONGE at least 120 days prior to the attempted action. Failure to provide notice and acquire all required licensing for the other entity shall render the Agreement null and void, and Vendor may be subject to regulatory action and civil damages.
9. Confidentiality. Each party agrees that all confidential documents, work product, and information (including all computer code and related materials) received or otherwise obtained from the other party pursuant to the Agreement will be received in strict confidence and will be used only for the purposes of performing under the Agreement. Without obtaining the prior written consent of the other party, neither party will disclose any such information to any third party, and each party will disclose such information only to such of its officers, employees, and agents that have a need to know such information for the purposes contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized officers as of the date first written below.

**VENDOR:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Osage Casinos:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment

### Property Locations

Osage Corporate Office  
1211 W 36th Street North  
Tulsa, OK 74127

Osage Casino Hotel – Tulsa  
951 W 36th Street North  
Tulsa, OK 74127

Osage Casino Hotel - Ponca City  
64464 US Highway 60  
Ponca City, OK 74604  
\*\* C Store at this location

Osage Casino – Hominy  
39 Deer Avenue  
Hominy, OK 74035

Osage Casino - Bartlesville  
1803 US 60  
Bartlesville, OK 74003

Osage Casino Hotel - Pawhuska  
1421 John Dahl Avenue  
Pawhuska, OK 74056

Osage Casino - Sand Springs  
301 Blackjack Dr  
Sand Springs, OK 74063

Osage Casino Hotel - Skiatook  
5591 West Rogers Boulevard  
Skiatook, OK 74070  
\*\* C Store at this location