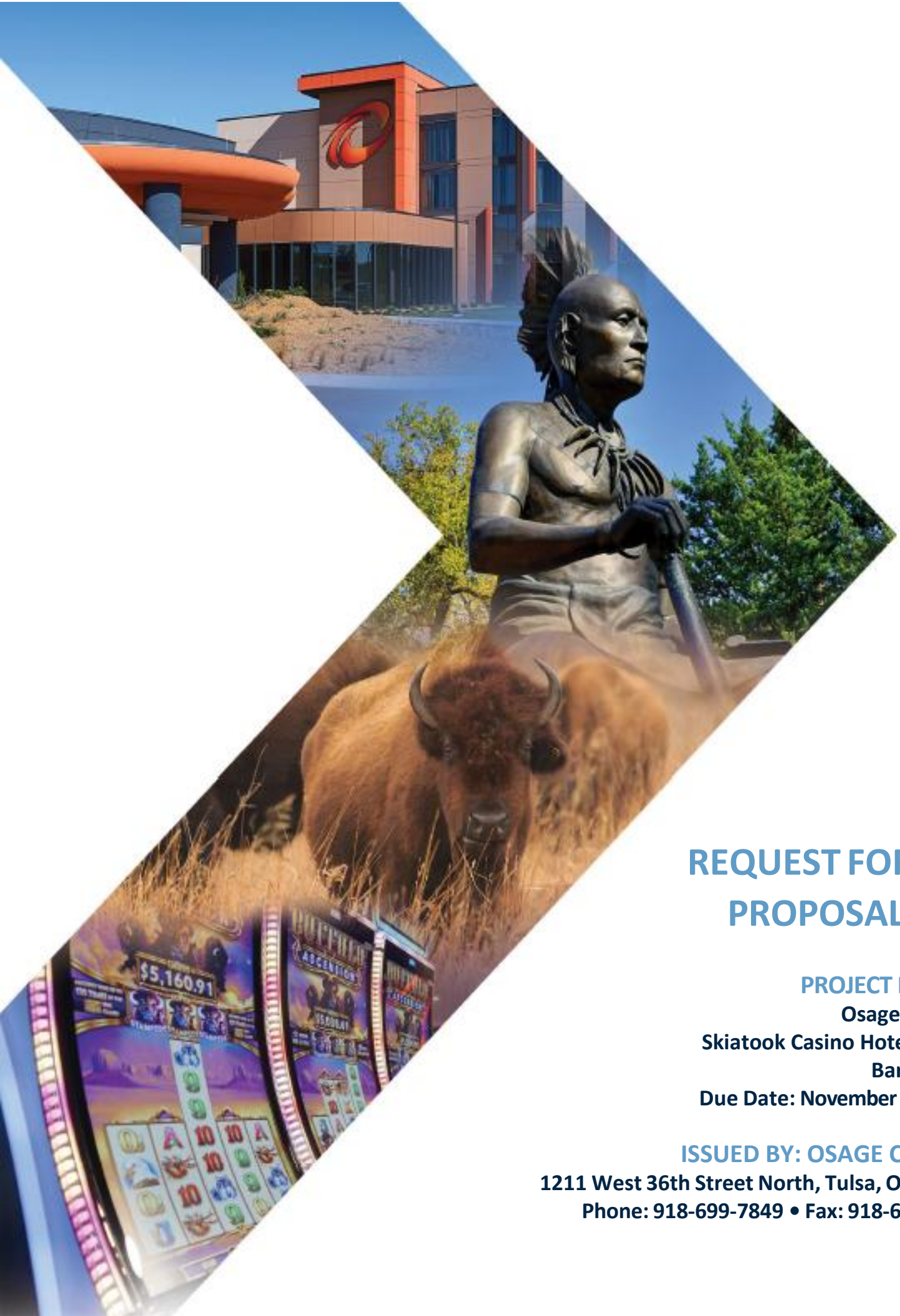


REQUEST FOR PROPOSALS

PROJECT NAME:
Osage Casinos
Skiatook Casino Hotel – Pool Bar Project
Due Date: November 12, 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

Section I. General Notice

Inquiries regarding the request for proposals (RFP) shall be directed in writing, on or before November 6, 2026, to the following:

Questions:

Bruce Cass
Project Manager
1211 West 36th St North
Tulsa, OK 74127
Bruce.cass@osagecasinos.com

Submittals:

Stephanie Parker
Procurement Officer
1211 West 36th St North
Tulsa, OK 74127
Stephanie.Parker@osagecasinos.com

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)

Any revisions to the solicitation will be made only by an addendum issued by the Osage Casinos Procurement Officer.

Osage Casinos is soliciting proposals (BID) from qualified professional Design/Build Firms to provide the design and construction services list herein.

Response to Request for Proposals shall be submitted as follows:

Mail To:

Osage Casinos
Attention: Stephanie Parker, Procurement Officer
1211 W. 36th Street North
Tulsa, OK 74127

Date & Time:

No later than **4:00 p.m. CDT November 12, 2026**

Responses 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 BID will represent that you have fully reviewed and fully understand the terms of the RFP.

Awarding

I. The project may be awarded within 15 days of the submittal date.

II. All Firms will be notified in writing when the project has been awarded and/or is no longer considered for the award.

III. The award of the contract is subject to determination that the Firm is eligible to contract with Osage Casinos.

IV. The Owner and its authorized representatives will review all BID's received, and may contact Firms to request further information, either in written form or in the form of a presentation to the Owner. The Owner may accept any given BID as submitted or may negotiate with bidder to establish terms most advantageous to the Owner. The decision of the Owner shall be final and not subject to appeal.

Section II Project Description

General Background:

The Osage Casinos is wholly-owned unincorporated enterprise of the Osage Nation, a federally recognized Indian Tribe, and as an instrumentality of the Osage Nation, possesses all the privileges and immunities of the Osage Nation, including its status as a non-taxable entity and its sovereign immunity from unconsented suit. The Osage Gaming Enterprise operates seven casinos throughout the Osage Reservation, known as Osage County.

The Enterprise currently has seven casinos in Oklahoma in the following cities: Tulsa, Sand Springs, Bartlesville, Hominy, Pawhuska, Skiatook, and Ponca City that incorporate Hotels and C-Store operations.

Section III: Scope of Services

The scope includes Preliminary programming, planning, Design and Construction as well as construction administration, and warranty documentation, including as-built document preparation and presentation to complete the design and construction of a pool bar and enclosure of pool equipment. Preliminary Program information includes:

Osage Casino Hotel Skiatook

Osage Casinos seeks to procure Design/Build services for all phases of development at the project site. This scope includes the complete design, engineering, and construction of a pool bar building adjacent to the existing pool area and the connecting pool equipment enclosure to protect the pool equipment. The selected Design/Build Firm will provide comprehensive design services for the scope items listed herein, with further scope refinement to be developed through a series of programming meetings with Ownership.

Osage Casinos anticipates proceeding with design immediately upon execution of the Contract for Architectural and Engineering services.

Budgetary values will be determined and communicated to the selected Firm during the programming phase. All Firms should base their pricing on the scope, assumptions, and approach outlined in this document.

Skiatook Casino Hotel Pool Bar and equipment room project:

- Provide conceptual design to construct a Pool Bar building adjacent to the Pool
- Provide Building system recommendations to match the existing surroundings at the site
- Provide a structure matching existing surroundings to protect the pool equipment from the weather elements with adequate ventilation and heat
- The pool bar shall be equipped to provide an adequate offering for patrons from the bar and provide kitchen equipment to satisfy the function of a pool bar and ktichen.
- The pool bar shall accommodate a food overing menu as well.

- Provide full construction documents to accommodate the project.
- Provide all construction activities to provide a complete operational pool bar
- Exterior finish to match the surrounding structures (EIFS)
- Gutters and cleanouts to match existing surrounding structures
- Door jambs, door finishes including overhead and walk doors to match existing adjacent structures
- This proposal is to be all inclusive of all electrical, low voltage, plumbing, and HVAC required for operation and installation of complete systems.
- All low voltage conduits shall be provide to accommodate camera coverage
- The selected Design/Build Firm shall work with the owner to select all finishes for the space

Site Information

Osage Casino Hotel Skiatook
5591 W C Rogers Blvd.
Skiatook, OK 74070

Proposed Project Schedule:

Plan to begin programming services upon award of contract. Construction would begin once all approvals are in place. Anticipated complete April 2027

Related Information and Project Objectives

The project objective is to prepare the programming, planning, design and construction to complete the project.

All the information presented is subject to change.

Statement of Work

PROGRAMMING – The Firm shall lead programming meetings with the owner to determine best possible layout and construction methods and analysis of alternatives to complete the pool bar, as laid out in this section of the RFP. This effort is required to appropriately analyze the space available for project and adjacency to the Pool equipment pad location.

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

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

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

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

Design/Build Firms (herein called the "professional").

General Information

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

Statement of Legal Authority In accordance with the Osage Nation Competitive Bidding Act and all amendments thereto, Osage Preference shall be applied only to direct contracts with companies' fifty-one percent (51%) Osage member owned. It shall not apply to joint

ventures between members of the Osage Nation and non-Osage contractors created to obtain preference. Joint ventures must submit financial information for the previous two full calendar years as evidence of actual fifty-one percent (51%) Osage ownership.

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

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

Scope of Service

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

The Design/Build (firm) shall provide all necessary services to accomplish the programming, coordination of information obtained during programming, review of the current project structures and systems, and the development of complete Construction Documents to accommodate the renovation within the Property with the amenities identified within this RFP.

1. **Site Project Plan**. The Osage Nation Currently owns the project site, and it is anticipated that there may be future developments on the site. Below are all factors to be considered when preparing design plans.
    - Access and egress to and from the site must be maintained as the property will not be closed for construction
    - Public circulation to and from the property and within the property.
2. Schedules. A schedule shall be provided for the project. The schedule must identify the time required, in weeks, for the major activities identified for design, bidding, and construction.
3. Presentation of Findings. The (firm) shall be required to present an overview of the site Project Plan, Program, and construction project together with estimate of probable cost and development schedule to the Osage Casinos representatives.

Services to be performed by the selected firm

Data Collection Phase

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

Procedures:

Conceptual or Concept Phase

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

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

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

Review Comments

1. At the completion of each phase of design, the firm shall submit the required materials and documents for review by Osage Casinos. Review shall be for the overall design concepts and adherence to the requirements stipulated by Osage Casinos.
2. Osage Casinos review is not intended to provide a complete or detailed check of all drawings. It does not in any way relieve the firm from the responsibility for checking all work; verifying compliance with current codes, standards, and requirements, as stipulated previously in this document, of Osage Casinos and Osage Nation; and producing a complete, coordinated set of documents.

3. The firm must be prepared to meet with Osage Casinos to discuss in great detail all aspects of the concepts, design, and preliminary cost estimates for the projects throughout the planning process.
4. The firm shall not proceed to the next phase of the design process until approval is given by the Designated Osage Casinos representative.

Owner's Responsibilities

The Owner reserves the right to negotiate any and all terms of the BID's submitted, reject any or all proposals regardless of price or information submitted

Section IV: Submittal Requirements

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

I. Name of Firm, Address, and Telephone

II. Year firm was established with present size of firm.

III. List the name, qualifications and position of the persons who will be the key contact and/or manage this project. Persons listed will be identified in the Owner/Architect Agreement. Substitutions after execution of the Agreement require prior approval of the Owner. The designated project team is required to remain actively involved in the project through construction completion.

IV. List other personnel in your firm who may also work on this Project and include the following.

a. Employee Name
b. Years with the Firm
c. Relevant Experience

V. Key Sub consultants

A. Identify a minimum of three (3) structural, civil, mechanical, electrical, and plumbing engineering consultants that should be considered for this project. It is the owner's intent to evaluate the list of highest ranked firms and jointly select each discipline to best meet the needs of the project. As part of this proposal, identify the casino/hotel projects you have worked on with each of the engineering firms identified.

B. Identify all other proposed consultants that will be necessary to complete the project/s. Include disciplines including security, audio visual, data, interior design, FFE procurement/installation, materials testing, landscape design, kitchen design, etc. It is the Owners desire that the successful Design Team provide ALL design for the projects in accordance with applicable federal, state, local, and tribal codes.

VI. Identify those casino/hotel projects you have designed in the past 7 years that have used the Design/Build project delivery model. Provide a reference for each project that includes contact person and current telephone number.

VII. Gaming/Casino Construction Experience:

a. Provide a recent project list of your firm's work, including key contacts and references, approximate budget, and other pertinent information for a minimum of three (3) projects.

b. Address experience in designing casino/hotel projects similar in scope and size to this project. Include location, contact name, current contact telephone number of the client representative.

c. Address experience with Design/Build delivery of similar casino/hotel projects.

Include location, contact name and current phone number of contractor.

d. Address experience working in the immediate geographical location (i.e. Tulsa and Oklahoma).

VIII. Design and Development Approach:

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

a. A general description of the firm's philosophy of design, which has been applied to similar projects. In this description explain your interface with the owner's representative

b. Address your approach to incorporating value engineer, constructability, and commissioning input from other team members.

c. Address your approach to design phase meetings. How often, location, attendees, etc.

d. Address your approach to weekly site meetings during construction. Attendees, meeting minutes, agenda, etc.

e. Address your approach to minimizing the design phase to allow completion of the project by April 2027.

IX. Schedule:

a. Submit in graphic and narrative form your firm's assessment of the proposed design schedule, relative to your ability to meet the Project Schedule as outlined.

b. Provide calendar day durations for each phase of design including Concept review, Schematic Design, Design Development, Construction documents. Identify milestones required to receive Owner approval at the completion of each identified phase.

X. Fee Schedule:

a. Provide your firm's fee schedule for services, with an estimated range of fees for requested services. Please outline fixed vs. % with

a detailed explanation. (Actual fee will be subject to negotiations.)– **Appendix D**

b. Attendance will be required weekly during the design phase in Tulsa for the architect and major sub consultants. Weekly attendance during construction will be required of the Architect and any sub consultant as necessary to expedite issue resolution. During construction the Architect should be on-site a minimum of two days per week or as deem necessary by the Owner.

XI. References:

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

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

Section V: Selection Process

Process:

A. The Owner's selection process follows these basic steps:

I. Receipt and review of BID's.
II. Interview selected firms (if necessary)
III. Select Firm

B. The awarded firm will also be responsible for completing the vendor licensing requirements with the Osage Nation

C. Osage Casino reserves the right to:

I. Amend, modify, or withdraw this RFP.

II. Accept or reject any and all proposal's.

III. Waive or correct any irregularities in proposals after prior notice to the offer(s).

IV. Negotiate with an alternative if initial contract negotiations are unsuccessful.

This RFP does not obligate Osage Casino to award a contract, to pay for costs incurred in preparing any proposal, or to procure the services described herein. All proposals are submitted at the sole expense of the Offeror. Osage Casino shall incur no liability of obligation to any except pursuant to a written contract of services, duly executed by an authorized signatory for Osage Casino.

Criteria:

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

a. Ability to perform the work: 30 points

b. Design firm's ability to perform the work: 25 points

c. Ability to meet the schedule: 20 points

d. RFP response pricing: 20 points

e. Osage Preference (in compliance with ONCA 19-36): 5

Section VI. Public Records

Information provided by the DESIGN firm in response to this RFP will, to the extent allowed by law, be held in confidence and will not be revealed or discussed with competitors.

Section VII. Additional Services

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

II. Additional services shall be at the rates specified in the contract. Allowable costs shall include the actual cost of work, appropriate overhead expenses, and reasonable profit.

III. Records of the DESIGN FIRM's Direct Personnel Expense pertaining to the Project shall be kept in accordance with generally accepted accounting principles. OSAGE CASINO, ONGC or its authorized representatives, shall have full and free access to such records, including the right to audit, and to make transcripts from such records.

Section VIII. Ordinances

The DESIGN FIRM shall conform to the applicable Osage Nation, ONGC, ONGE, Federal, State and local laws, codes, ordinances, regulations, and standards as modified by any waivers which may be obtained from the appropriate jurisdictions.
Any violation of Section 9 of ONCA 19-36 shall constitute a material breach of this contract and shall entitle the Osage Nation to revoke, rescind, and repudiate this contract. In the event of such material breach of this contract, the Osage Nation shall be relieved of all obligations contained herein and the contractor shall forfeit to the Nation any bond or deposit related to this contract.

PROHIBITIONS

A. Split Contracts. It shall be unlawful for any official, employee, agent, contractor, or subcontractor of the Nation to allow a contract to be split into partial contracts for the purpose of circumventing or attempting to circumvent the competitive bidding requirements established by this Act, provided this provision shall not otherwise prohibit the Nation from soliciting bids and letting separate contract awards for specialized portions of a construction project in good faith;

B. Buy-In Contracts Prohibited. It shall be unlawful for any contractor to submit an offer below anticipated costs, expecting to-

1. Increase the contract amount after award (e.g. through unnecessary or excessively priced change orders); or
2. Receive follow-on contracts at inflated prices to recover losses incurred on the buy-in contract.

C. Offer of Kick-Backs Prohibited. It shall be unlawful for any person or entity seeking to do business with the Osage Nation to offer any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any official or employee of the Nation or any contractor, subcontractor, or employees of contractors or subcontractors for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or subcontract;

D. Acceptance of Kick-Backs Prohibited. It shall be unlawful for any official, employee, agent, contractor, or subcontractor of the Nation to solicit, accept, or attempt to accept any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind from a person or entity seeking to enter into a contract or subcontract subject to the provisions of this Act.

E. Improper Influence Prohibited. It shall be unlawful for any person or entity to otherwise seek to improperly influence an official or employee of the Nation to give consideration or to act regarding a contract or subcontract on any basis other than the merits of the matter.

F. Collusion Prohibited. Any agreement or collusion among bidders, prospective bidders or material suppliers in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, or otherwise, shall render the bids of such bidders void.

G. Prohibition on Circumvention. It shall be unlawful for any official or employee of the Nation to seek to circumvent any provision of this Act, including but not limited to:

1. The declaration of any emergency;
2. Disclosure of the terms of a bid submitted in response to a bid notice issued by a Procurement Officer in advance of the time set for opening of all bids;
3. Withholding or impeding the distribution of said information after notice of the bid has been given, unless the solicitation of bids has been withdrawn or the particular information in question has been deleted or replaced through alteration of the bid notice and said

withdrawal has been made equally and uniformly known.

H. Prohibition on Solicitation, Possession, and Receipt.
It shall be unlawful for any person or entity to solicit, posses, or receive information which is to be contained in a bid notice of a Procurement Officer, for use in preparing a bid, in advance of the date on which said bid notice is to be made equally and uniformly known to all prospective bidders and the public.

I. No Procurement Officer, nor any Officer, agent or employee thereof, nor any person acting or purporting the act on behalf of the Osage Casinos or an officer, agent or employee thereof, shall with respect to any Contract require or attempt to require a contractor or any subcontractor to make application to or to procure or obtain from a particular insurance or surety company, agent or broker, any of the bonds or insurance required by this act.

Section IX. Insurance

Certificate of liability coverage will be required for Workers Comp, Commercial Liability and Business Auto Liability. Coverage amounts will be determined by the Owner.

All Contracting firms' insurance policies shall name the following and any other parties requested by owner as additionally insured.

Osage Nation
Osage Nation Gaming Enterprise
Osage Casino

ADDITIONAL INFORMATION

The Owner has the right to request additional information during and after the RFP evaluation process.

SORNA. All employees currently employed with the Osage Nation who are required to register as a convicted sex offender pursuant to the "Osage Nation Sex Offender Registration and Notification Act" ONCR 11-43 of the Osage Nation Congress, shall notify the Osage Nation Attorney General's Office within 3 business days to register. "Employee" as used in this code includes, but not limited to, an individual who is self-employed, contractor, part-time, vendor or works for any other entity, regardless of compensation. Volunteers of a tribal agency or organization are included with the definition of employee for registration purposes.

The Business License Code, ONCA 07-40 as amended by ONCA 12-30. Contractor shall provide a copy of its current Business License as issued by the Osage Nation Tax Commission ($50.00).

The Osage Nation Gaming Regulatory Act, ONCA 11-09. All Contractors shall obtain a gaming license from the Osage Nation Gaming Commission ($150.00) company and ($50.00) per person on-site technician license. (If applicable)

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 ☐

ORDERING/CONTACT INFORMATION

Contact or Rep: _____

Ordering Preference: ☐Phone ☐Fax ☐Email

Phone: _____ Fax: _____

Email _____

Osage Casino Employee Contact: _____ Department: _____

REMIT TO ADDRESS (If Different from Address Above)

Business Address: _____

_____

Payment Terms: _____

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 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. 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: _____

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 people 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) 287-5529

Appendix - D

FEE SCHEDULE

FEE shall be all inclusive of design team activity associated with programming, and design through construction document development, construction administration, and punch list, occupancy, and warranty phases for the project. **Note: the architect shall attend at a minimum, 1 meeting per month over the course of the project schedule to be determined during the Programming phase.**

Estimate Cost for Construction	$_____
Architectural Design Estimated cost	$_____
Total Design/Build Cost	$_____

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

PREPARED BY:

_____
(Signature)

_____
(Name)

_____
(Title)

Appendix –E

BUSINESS & PERSONAL
RELATIONSHIPS AFFIDAVIT

Project Name: Skiatook Casino Hotel – Pool Bar Project

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: _____

_____

Appendix – F

Request For Information (RFI) Form

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

PROJECT TITLE: Osage Casino –
RFI #:

SUBJECT:

INFORMATION REQUESTED:

Attachment(s):

POC NAME:
POC ORGANIZATION:
POC PHONE:
POC EMAIL:

RESPONSE:

Attachment(s):

POC NAME:
POC ORGANIZATION:
POC PHONE:

POC EMAIL: