



REQUEST FOR PROPOSAL

for

Beverage Provider

Due Date:

11/20/2018 By 4 PM

Issued By:

Osage Casino

Purchasing Department

1211 West 36th Street North, Tulsa, OK 74127

Phone: 918-699-7817 • Fax: 918-699-7790

Section I. General Notice

I. Owner:

Osage Casino
Procurement Manager Jon Fisher
Phone: 918-699-7817
Email: jon.fisher@osagecasinos.com
Address: 1211 W. 36th St. N.
 Tulsa, OK 74127

The Osage Casinos is soliciting competitive sealed proposals from qualified professional firms to provide Beverage Services.

Response to Request for Proposal shall be submitted as follow:

Submittal Date & Time: 11/20/2018

No later than 4:00 p.m. CST,

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 RFP.

Each proposal shall be submitted with **three (3) printed sets (8X11)** and **one (1) electronic set** in PDF format on CD/DVD/Thumb Drive to Osage Casinos Procurement Department. Proposals shall be submitted in an envelope clearly marked indicating the Project Title.

Questions directly relating to any matter contained in this Request for Proposal (RFP) shall be directed to:

Owner: Jon Fisher
Phone: 918-699-7817
Email: jon.fisher@osagecasinos.com
Address: 1211 West 36th Street North
 Tulsa, OK 74127

All responses to questions will be posted to the web-site; no questions will be answered via phone.

II. Awarding

- I. Work will be awarded within 30 days of submittal date.
- II. All offerors will be notified in writing when the work has been awarded and or is no longer considered for award.
- III. Award of the contract is subject to a determination that the contractor is eligible to contract with the Osage Casinos.
- IV. The Owner and its authorized representatives will review all proposals received, and may contact offerors to request further information, either in written form or in the form of a presentation to the Owner. The Owner may accept any given proposal as submitted, or may negotiate with offeror 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

I. General Background:

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

The Enterprise currently has casinos in Tulsa, Sand Springs, Bartlesville, Hominy, Pawhuska, Skiatook and Ponca City. Construction is currently underway for new properties in Ponca City & Skiatook that will incorporate Hotels & C-Store operations. The newest location opened September of 2018 in Tulsa, OK.

Section III. Scope of Services

Osage Casinos, is soliciting proposals from qualified firms to provide beverage service for our Casinos. We are seeking a vendor that provides reliability, responsiveness, customer service, reporting and growth capability. Bids will also be received for our Hotel, Bar & C-store operations but no exclusive agreements will be considered within these operations.

The Casinos currently have the following:

See attached list.

Sales Volume

Average volume for FY 2018: 230,000 all products

Section IV. Submittal Requirements

The responding firms are to complete the information below in the outline. The RFP response should be organized in accordance to the list of Submittal Requirements and Criteria. Substitute documents will not be accepted.

- Name of Firm, Address, and Telephone Number.
- Parent or Affiliate companies
- List the name and qualifications of the person(s) who will be the key contact and/or manage this contract.
- Osage Nation Ownership(if applicable):
 - a. Provide evidence of ownership full or partial (51%) by Osage Nation member(s) or entity.
 - b. Provide evidence of tribal membership
- Provide a brief overview of your company and what unique services/systems you provide
- Bid pricing on the following categories: Coffee / Beverages
- Sponsorship Monies
- Marketing Program/Monies
- Service Calls
- Equipment (See below for current equipment list)
- The pricing for the term of the agreement needs to be guaranteed with the first year and with a cap on any increase for each subsequent year.
- Identify your funding to include: Fixed, variable and all other product funding.
- Sponsorship Monies: Please identify your annual sponsorship funds.
- Please identify any additional pertinent material not specified above.
- In your proposal, please specify a growth incentive plan to include any venue acquired during the term of this agreement.
- Explain how your company handles customer service concerns.
- Describe how your account team would manage our account.
- Please describe your method of distribution.
- Describe the company's methods utilized to maintain quality.
- State why your company's products or services are more qualified than your competitors.
- References
 - a. Provide references from past three (3) clients that your firm has done similar work as requested in this RFP.

All submittals will be evaluated based on the following criteria:

- A. Total program presented-Vendor demonstrates the ability to service the locations specified as well as the ability to handle future growth. In addition, vendor is innovative, making recommendations to further control costs and quantify those opportunities.
- B. Pricing-Total pricing package and recommendations based on products used and total usage within the company.
- C. Training- Vendor provides initial and ongoing training on proper usage, handling and storage of products.
- D. Operating Presence/Coverage- Vendor has the ability to service current and future properties.
- E. Program Review-Vendor and Osage Casinos will conduct reviews on a quarterly basis to discuss service levels, product quality, recommendations for cost savings, and the tools to execute those savings and provides benchmarking vs. other organizations for validation purposes.
- F. Added Value- Vendor continually monitors and makes recommendations for cost saving opportunities based on usage, etc.
- G. Reporting/Tracking-Vendor has the capability to provide periodic usage reports electronically, sorted by property and total organization sorted by month, quarter.

Explain how your company handles customer service concerns.

Describe how your account team would manage our account.

Please describe your method of distribution.

Describe the company's methods utilized to maintain quality.

State why your company's products or services are more qualified than your competitors.

Section V. Selection Process

I. Process:

- a. The Owner's selection process follows these basic steps:
 - i. Receipt and review of proposals.
 - 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 Gaming Commission & Tax Commission within 14 business days of award. By submitting a proposal, you agree to execute the required contract provided by OSAGE CASINO.
- c. OSAGE CASINO reserves the right to:
 - i. Amend, modify, or withdraw this RFP.

- ii. Accept or reject any and all proposals.
- iii. Waive or correct any irregularities in proposals after prior notice to the offer(s).
- iv. Negotiate with alternative, if initial contract negotiations are unsuccessful.
- d. 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.

II. Criteria:

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

- a. Professional abilities of the firm in working on projects of similar scope.
- b. Relevant experience of the firm in working on projects of similar scope.
- c. Qualifications of personnel to be directly involved with this project.
- d. Responsiveness of the proposal to the requirements as outlined in this RFP.
- e. Specialized qualification of the firm and its team members.
- f. Price
- g. Preference for Osage owned firms as stated will be provided as long as the firm meets qualification criteria.

Section VI. Public Records

Information provided 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 and 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.

Section VIII. Ordinances

The selected guest service provider 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 20 of the Osage Nation Competitive Bidding Act 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.

I. 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, possess, 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.

For a complete copy of the Osage Nation Competitive Bidding Act – ONCA 07-57,
http://www.osage-tribe.com/congress/uploads/Legislation/Bills/2007/57/ONCA_07-57_SIGNED.pdf
<http://www.osage-tribe.com/congress/uploads/Legislation/Bills/2012/ONCA12-19.Enacted.pdf>

General Information Sheet

Legal Name: _____

D.B.A Name: _____

Business Mailing Address: _____

Business Physical Address: _____

Phone Number: _____

Fax Number: _____

Contact or Rep: Title: _____

Email Address: _____

Type of Services: _____

Type of Goods: _____

Submitted By: _____

(Print Name)

(Date)

(Signature)

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 (\$50.00).

Vendor will be subject to licensing fees as determined by the Osage Nation Gaming Commission.

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 RFP, I consent to the above terms and conditions. I further understand that no contract with the Osage Nation Gaming Enterprise shall be valid or enforceable without the inclusion of the terms and conditions contained herein.

Signature

Printed Name

Date

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) 287-5529

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF _____)

_____)

COUNTY OF _____)

SS:

_____, 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 the 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 member of the Executive Management are disclosed as follows: _____

Affiant

Subscribed and sworn to before me this ____ day of _____, 1996.

[SEAL]

Notary Public

My commission expires: _____

THIS EXECUTED
AFFIDAVIT MUST
ACCOMPANY YOUR
PROPOSAL