



REQUEST FOR PROPOSAL

For

Project Name:

**Enterprise Small Cell System/Distributed
Antennae Solution**

Due Date:

Sep 15, 2017

Issued By:

Osage Casino

1211 West 36th Street North, Tulsa, OK 74127
Phone: 918-699-7719 • Fax: 918-699-7790

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Section I. General Notice

I. Owner:

Osage Casino

CIO Joe Roybal
Phone: 918-699-7857
Email: Joe.Roybal@osagecasinos.com
Address: 1211 W. 36th St. N.
Tulsa, OK 74127

Osage Casino

Purchasing Manager Mike Shaw
Phone: 918-699-7817
Email: mike.shaw@osagecasinos.com
Address: 1211 W. 36th St. N.
Tulsa, OK 74127

II. Response to Request for Proposal shall be submitted as follow:

Submittal Date & Time:

No later – **Sep 15, 2017**

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. This RFP is to not be shared without owner's approval. Sharing of the RFP to any person or company outside the intended recipient company will result in immediate disqualification.

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

Each proposal shall be submitted with **two (2) printed sets** and **one (1) electronic set** in PDF format emailed to the Purchasing Manager. Proposals shall be submitted in an envelope clearly marked indicating the Project Title.

Questions directly related to any matter contained in this Request for Proposal (RFP) shall be directed to the CIO

III. Awarding

- I. Work will be awarded on or before **October 1, 2017**
- II. All offerors (Vendors) will be notified in writing when the project has been awarded and /or is no longer considered for award.
- III. The Owner 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. INTRODUCTION:

Osage Casino invites vendors to submit proposals in accordance with the terms and conditions of this Request for Proposal (RFP). This RFP provides the requirements and evaluation criteria for an Enterprise Small Cell System (ESCS) or Distributed Antennae System (DAS) and requests a detailed response from all prospective vendors, including pricing and service descriptions, in your company's standard quote format.

II. Objective:

Through this RFP, Osage Casino is soliciting proposals for an ESCS or DAS at our new Tulsa facility. The new facility will include a gaming floor, 141 room hotel, meeting and event space and several F&B outlets. The goal is to ensure that Osage Casino guests and staff have reliable cellular coverage of UMTS and LTE inside of the new facility. The ESCS or DAS should be designed to meet current cellular bandwidth standards (4G LTE) and be scalable for expansion to provide 5G and any future cellular standards.

Proposal

Vendors should provide a turnkey ESCS or DAS proposal that include technical design, installation, licensing, documentation, technical assistance, maintenance, training and ongoing service/support.

III. General Background:

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

Proposers must undertake their own review and analysis of physical conditions, structural integrity of existing buildings or structures, environmental conditions, access, utilities and local laws and regulations, required permits and approvals and other legal considerations.

Proposers must also conduct their own feasibility tests to determine signal strength to determine adequate design of ESCS or DAS.

IV. General Requirements:

This specification section covers general requirements for the furnishing, installation and testing of a turnkey ESCS or DAS. Any proposed system must meet all of the stated requirements:

- Provisional design of ESCS or DAS will need to take place as building is under construction. Construction documents will be provided upon request.

- Must provide AT&T and Verizon cellular carrier signals day one of operation. Other carriers may be added later.
- Must obtain mobile operator participation and approval to rebroadcast their licensed spectrum.
- Cover the following areas (sq ft) in the new Tulsa facility:

Level 00	
FOH	9,874
Meeting Rooms	3,490
Jr. Ballrooms	8,353
BOH	74,283
Total	96,000

Level 01	
Casino	75,185
FOH	3,398
Sports Bar	5,629
Terrace	1,766
Pizza	1,138
Café	2,719
Brew Pub	1,393
Brewery	1,451
Retail	420
Hotel Lobby	1,098
BOH	21,821
Total	116,018

Hotel	
Level 00	10,272
Level 01	10,678

Level 02	10,725
Level 03	10,725
Level 04	10,725
Level 05	10,725
Level 06	10,725
	74,575

Event Center	
2000+ Seat multi-purpose event center	30,625

Central Services	
Executive Central Offices for Osage Casinos	89,909

Grand Total Square Footage 407,127

- Provide low voltage drop locations for ESCS or DAS nodes including recommended cable type and any mounting considerations. This information needs to be provided to Osage Casinos upon award of RFP.
- Equipment rack layout for IDF/MDF closets including power and low voltage connectivity requirements.
- ESCS or DAS should be designed with expandability in mind should Osage Casinos add additional facilities to existing property.
- ESCS or DAS should be fully functional for grand opening of facility (tentative August 2018).
- Nodes and hardware installed in public view must be painted to aesthetically match property.

Documentation:

A project plan will be required for implementation of the ESCS or DAS. MS Project is the preferred tool for managing the project plan.

Testing:

Vendor shall submit a written document detailing the test procedures to be followed in evaluating and providing the ESCS or DAS. The document will include the test forms to be used for signal strength for each carrier (AT&T and Verizon).

Training:

Vendor shall submit a training plan to be followed in training the Owner's staff and Technology staff on supporting the installed system. The proposed training program shall be designed to provide a level of basic competence with the system for selected personnel for general support. These selected personnel shall then be expected to train other personnel as required.

V. Pricing

ESCS or DAS pricing shall be detailed and itemized. Pricing for software, hardware, implementation shall be clearly identified. Detailed outline of annual support maintenance, software and equipment licensing shall be provided with bid. At minimum, Osage Casino is interested in looking at three pricing options:

- CAPX: All, some or a portion of CAPX is funded by Osage Casino
- No build out costs w/ revenue sharing
- OPEX: Potential ongoing expense

Additional options may be considered. Any carrier assistance for funding is preferred.

VI. Implementation:

Provide a project plan that details the proposed ESCS OR DAS solution. Include the following items:

- A. Time line showing major events, responsibilities, and who is responsible.
- B. Description of the major steps in the implementation plan.
- C. Success criteria for each major event and phase.
- D. Identify major activities that involve the Osage Casino employees.
- E. The resources, especially personnel, that your company will dedicate to this activity.
- F. Will a single individual in your organization have responsibility for managing the implementation process?
- G. Vendor shall provide onsite opening/go-live support.
- H. Continued operation & support assistance

VII. References

The proposer should submit a minimum of three references using the proposed ESCS or DAS. The reference information should include a contact person, phone number and length of relationship.

VIII. Locations:

Osage Casino is currently located in 8 different buildings in 7 cities throughout Oklahoma.

- Bartlesville - 222 Allen Rd Bartlesville, OK 74003
- Central Corporate office - 1211 W. 36th Street North Tulsa, OK 74127
- Hominy - 39 Deer Avenue Hominy, OK 74035
- Pawhuska - 2017 East 15th Street & Hwy 99 Pawhuska, OK 74056
- Ponca City - 64464 State Highway 60 Ponca City, OK 74604
- Sand Springs - 301 Blackjack Dr. Sand Springs, OK 74063
- Skiatook - 5591 West Rogers Boulevard Skiatook, OK 74070

- Tulsa - 951 W 36th Street North Tulsa, OK 74127

Section III. Submittal Requirements

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 Number.

- II. 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

- III. Osage Preference:

In accordance with the Osage Nation Competitive Bidding Law, Osage Preference is given to Osage owned enterprises if the bid is within 5% of the lowest bid.

Any contractor or economic enterprise requesting to be considered under the Nation's Osage Preference provision must supply to the satisfaction of OSAGE CASINO:

 - a. Osage Nation membership Card
 - b. Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise that prove majority Osage ownership, and,
 - c. Evidence sufficient to demonstrate to the satisfaction of the Nation it has the technical, administrative, and financial capability to perform contract work of the type and size of the proposed project.

If only one qualified proposal is received, the contract is subject to the approval by the Owner. The proposal is subject to the preference and opportunities for training and employment in connection with the administration of these activities shall be given to Osage, Native American, and Veterans in that order.

Section IV. Selection Process

- I. **Process:**
 - a. The Owner's selection process follows these basic steps:
 - i. Receipt and review of proposals.
 - ii. Interview selected vendors (if necessary)
 - iii. Select a vendor
 - b. OSAGE CASINO will appoint a selection committee to review, score, and rank the RFP's
 - c. Selection committee may select the top three to be interviewed, which will be held at Osage Casino Corporate office
 - d. The awarded vendor 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.
 - f. 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.
- g. 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 the and an authorized signatory for OSAGE CASINO.

II. Criteria:

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

- a. Experience and Capabilities of vendor
- b. Bid Cost
- c. Compliance to stated requirements
- d. References
- e. Responsiveness -The ability to provide all information at time of proposal submittal
- f. Preference for Osage owned firms as stated will be provided as long as the (blank) meets qualification criteria.

Section V. Public Records

Information provided by the (blank) 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 VI. 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 vendor shall provide cost information sufficient to enable OSAGE CASINO to perform a cost analysis.

Section VII. Ordinances

All vendors 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.osagetribe.com/congress/uploads/Legislation/Bills/2007/57/ONCA_07-57_SIGNED.pdf

<http://www.osagetribe.com/congress/uploads/Legislation/Bills/2012/ONCA12-19.Enacted.pdf>

Section VIII. 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

Certificate of Liability Coverage Tiers

Certificate of	Workers Comp	General Liability	Business Auto
	\$5,000,000	\$10,000,000	\$5,000,000

Appendix – A

Vendor General Information Sheet

Legal Name: _____

DBA Name: _____

Business Address: _____

Types of Goods and Services Provided: _____

Publicly traded: Yes ___ Stock Exchange/Symbol _____ No ___

Will you require access to Osage Casino Gaming Systems: Yes ___ No ___

Will you have employees working onsite at any Osage Casinos locations: Yes ___ No ___

ORDERING/CONTACT INFORMATION

Contact or Rep: _____

Ordering Preference: Phone Fax Email

Phone: _____ Fax: _____

Email: _____

REMIT TO ADDRESS (If Different from Mailing Address)

Business Address: _____

Payment Terms: _____

Appendix B

ACKNOWLEDGEMENT AND CONSENT

1. Governing Law and Venue All Agreements with the Osage Nation Gaming Enterprise (“ONGE”) shall be governed by the laws of the Osage Nation, the State-Tribal Compact, federal laws, and the laws of the State of Oklahoma, in that order, in all matters of construction, validity, performance and enforcement, as those laws apply to Agreements executed, delivered and performed solely within the jurisdiction of the Osage Nation. The sites where the goods and services will be used or installed and the performance of any and all services shall occur on Indian Lands as defined by the Indian Gaming Regulatory Act, 25 U.S.C. 2701 et seq., under the jurisdiction of the Osage Nation. Venue shall be in the Osage Nation District Court.

2. Consent to Jurisdiction. For the purposes of any Agreement entered with the ONGE, Vendor consents to the civil jurisdiction of the Osage Nation and its governmental bodies and agencies, and shall be subject to the laws of the Osage Nation including, but not limited to, the Tribal-State Compact, the Osage Nation Gaming Statute, the Osage Nation Gaming Commission regulations, and the National Indian Gaming Commission regulations. Vendor agrees to adhere to and comply with federal and tribal Internal Control Standards applicable to the goods and services it provides to the ONGE.

3. License or Registration. Any persons or entities transacting with the ONGE for goods and/or services are required by law to be licensed by the Osage Nation Gaming Commission, and are subject to the following conditions: **NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT SHALL NOT BE VALID OR ENFORCEABLE UNLESS AND UNTIL VENDOR HAS APPLIED FOR AND RECEIVED A VENDOR LICENSE FROM THE OSAGE NATION GAMING COMMISSION AS REQUIRED BY THE OSAGE NATION GAMING STATUTE. FAILURE TO APPLY FOR, SECURE, AND MAINTAIN THE REQUISITE LICENSE SHALL BE DEEMED A MATERIAL BREACH OF THIS AGREEMENT AND SHALL RENDER THIS AGREEMENT NULL AND VOID.** Vendor shall provide ONGE a copy of its vendor license or evidence of registration when received or if currently licensed or registered, shall attach a copy to the Agreement. Vendor shall likewise provide ONGE with copies of any licenses required by the Osage Nation Tax Commission.

Vendor will be subject to a \$150.00 licensing fee and \$50.00 per person fees for all employees working on the project. Osage Casino’s will not pay fees on behalf of the vendor or allow the fees to be invoiced as part of the project. Vendor will be subject to fines and fees associated with failure to maintain all required licenses.

5. Taxes and fees. Vendor is responsible for the payment of its own taxes where the incidence of the tax falls on the Vendor. Vendor is responsible for paying all fees applicable to vendor that are imposed by governmental authorities, including any gaming device fees, and ONGE is prohibited by law from paying gaming device fees for Vendor either directly or for reimbursement.

6. Term. Notwithstanding any language to the contrary in the Agreement for the initial term and any renewal terms, in no event shall the initial term or any renewal exceed three years in duration.

7. Confidentiality. Each party agrees that all confidential documents, work product, and information (including all computer code and related materials) received or otherwise obtained from the other party pursuant to the Agreement will be received in strict confidence and will be used only for the purposes of performing under the Agreement. Without obtaining the prior written consent of the other party, neither party will disclose any such information to any third party, and each party will disclose such information only to such of its officers, employees, and agents that have a need to know such information for the purposes contemplated by this Agreement.

I hereby acknowledge that I have read the foregoing terms and conditions and understand that, by submitting a proposal in response to this 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

Appendix– C

VENDOR LICENSE REQUIREMENT and NON-COMPLIANCE CONSEQUENCES

ACKNOWLEDGEMENT

The Osage Nation Gaming Enterprise d.b.a. Osage Casino is a wholly-owned unincorporated enterprise of the Osage Nation, a federally recognized Indian tribe. The Osage Nation has entered into a Compact with the State of Oklahoma to conduct Class III gaming. The Compact, as well as the Osage Nation Gaming Statute, requires all persons or entities that conduct business with the Osage Casino to be licensed in accordance with the rules and regulations of the Osage Nation Gaming Commission.

By law, all persons or entities transacting business with Osage Casino for goods and/or services are required to be licensed by the Osage Nation Gaming Commission. (*Rules and Regulations of the Osage Nation Gaming Commission Part 202 (2007)*)

No contract between the Osage Casino and any person or entity required to be licensed by the Osage Nation Gaming Commission shall be valid or enforceable until such person or entity has been granted a vendor license by the Osage Nation Gaming Commission. Failure by a vendor to apply for, secure, and maintain the requisite vendor license shall be deemed a material breach of the contract, and shall render the contract null and void. The Osage Casino is prohibited by law from conducting any further business with or remitting any payment to such vendor until the vendor is licensed by the Osage Nation Gaming Commission.

It shall be the responsibility of the vendor wishing to do business with the Osage Casino to complete and submit any necessary application forms; pay any necessary licensing fees; and secure the requisite license prior to providing any goods and/or services.

I hereby acknowledge that I have read the above information and understand that I and/or my business will be required by law to obtain a vendor license from the Osage Nation Gaming Commission, and that it is my affirmative duty to obtain and maintain any required vendor license. I further understand that if I fail to timely acquire or am denied a required license, the law prohibits the Osage Casino from making payment to myself or my business for goods or services rendered without a license.

Signature _____

Date _____

Printed Name _____

Business Phone Number _____

Business Name _____

Business Address _____

Vendor Licensing Contact Information
Osage Nation Gaming Commission
612 Leahy, Pawhuska, OK 74056 (918) 287-
5529

Appendix - D

BUSINESS & PERSONAL RELATIONSHIPS AFFIDAVIT

Project Name: 2015 Cellular Service

Company Name: _____

_____, Affiant states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one year prior to the date of this statement with Osage Nation, tribal member or other party to the project is as follows:

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

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

(If none of the business relationships hereinabove mentioned exist, affiant should so state).

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

Signature _____

Title _____

Subscribed and sworn to before me this day ___ of _____, 20__.

Notary Public _____

My commission expires:
