



# **REQUEST FOR PROPOSAL**

**Project Name:  
Cash Services**

**Due Date: June 9, 2017**

**Issued By:  
Osage Casinos  
1211 West 36<sup>th</sup> Street North, Tulsa, OK 74127**

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## 1. **EXECUTIVE OVERVIEW**

The Osage Casino, 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.

The Selection Committee hereby requests proposals from qualified firms to provide consolidated effective and efficient cash services for our customers. A single point of contact vendor that provides world-class reliability, responsiveness, customer service, reporting, and growth capability is being sought to provide this environment for customers of gaming. Services include, but are not limited to, integrated ATM, Credit & Debt Card Advance, Check Cashing and slot voucher (TITO) redemptionservices for the Osage Casinos.

The successful bidder must work cooperatively with the existing vendors and develop and submit a transition plan, insuring there is no lag time in services.

Upon receipt of the proposals, the Selection Committee will create a short-list of firms. Firms selected for final consideration may be asked to formally present their proposals and qualifications and be interviewed by the Selection Committee.

The Selection Committee consists of the following individuals: CEO, COO, CFO, and CIO.

## 2. **BACKGROUND INFORMATION**

All Gaming Projects are a direct result of our Strategic Planning. The chosen vendor will be expected to honor our Vision & Mission. With this in mind, listed below, for your convenience are our Vision & Mission.

### 2.1 **VMV's**

**Our Vision:** *To provide an unparalleled casino entertainment experience that exceeds our guest's expectations every time.*

**Our Mission:** *Our mission is to provide unprecedented guest experience to drive profitability to enhance the future of the Osage Nation.*

### 2.2 **CURRENT OPERATIONS**

Osage Casinos provides ATM, credit card advance, check cashing, and slot voucher (TITO) redemption. The casinos are located in Tulsa, Sand Springs, Bartlesville, Skiatook, Pawhuska, Hominy, and Ponca City, all within the historical boundaries of the Osage Nation known as Osage County. Osage Casinos began operations in 2005 and opened a total of seven properties within five years. Osage Casinos has 2 hotels, 2 convenient stores (C-Stores), 3,050 slot machines, 20 blackjack tables, and 7 carnival type games.

Currently the casinos house 34 guest 3-in-1 kiosks and 2 standalone ATMs in the C-Stores and utilizes an interface with the Konami Synkros system for slot voucher redemption. However, Osage Casinos is currently performing construction to replace our existing Tulsa casino location with a new property including a larger gaming floor, expanded F&B&R, and a 125-room hotel. This may slightly increase the number of units incorporated into the RFP, which are notated in this RFP.

### **CUMULATIVE YEARLY TRANSACTIONS:**

#### **2016-2017**

ATM Transactions: 716,310  
ATM Withdrawal: \$100,246,723  
ATM Avg Withdrawal: \$139.95  
Cash Advance: \$11,268,201  
# of Checks Cashed: 62,026  
Face Value of Checks Cashed: \$18,668,529  
Avg Check: \$300.98

### **3. PROJECT SCOPE**

Osage Casinos is presently taking bids for an integrated ATM, credit & debit card advance, check cashing, and slot voucher redemption, services. Osage Casinos is in need of consolidated, effective, and efficient cash services for our customers. A single point of contact vendor providing reliability, responsiveness, customer service, reporting, state of the art technology and service, as well as, growth capability is being sought to provide this environment for customers at our Casinos.

The ideal vendor will provide:

- Access to marketing information, including but not limited to demographics and player tracking.
- All equipment – Please provide pricing and options
- 24/7 service level agreement
  - Including executive report quarterly

- Demonstrate how you would increase cash flow to the gaming floor
- Provide recommendations for optimal configuration for profitability and customer service

**Please provide the following information regarding your company.**

**4. Vendor Company Overview:**

- Company name including parent and affiliate companies
- Home Office and Local Contact Addresses, City, State, Zip
- Contact Information
- Brief Company History and Years in Gaming Business
- Total number of employees

**4.1 Vendor Executive Overview:**

- Provide a brief overview of your company and what unique services/systems you provide.

**4.2 Vendor Gaming Specific Information:**

- What business alliances do you have in place to deliver your products and services?
- Number of currently active gaming (Native and Corporate) accounts which you provide the same service we are requesting
- Total annual transactions and dollars processed through cash access devices in gaming with breakdown of type
- List gaming accounts in Oklahoma
- Do you hold a current gaming license with Osage Casinos? Have you ever had a vendor/gaming license suspended or revoked in any jurisdiction? (If you are currently licensed with Osage Casinos, please provide a copy of your current license in your submittal package).

**5. ATM Products & Services:**

- **ATM Services**
  - Provide two separate proposals: 1) including the purchase of 10 new 3-in-1 kiosks and 3 standalone ATM units and 2) excluding this purchase option. Include all makes and models sold and serviced. Do you use a third party processor or is it in-house?
  - Identify all ATM card networks supported.
- **ATM Technology**
  - Describe how you will insure the casinos continually have the most innovative technology?
  - Describe any new features or technologies you plan to introduce in the next 12-18 months.
  - What are the telecommunications options?
  - Does the ATM process EMV transactions?

- Does an existing interface with the Konami Synkros system for slot voucher redemption?
- What version of Konami Synkros has the interface been validated.
- Has GLI, BMM, or another gaming laboratory validated the interface with the Konami Synkros system?
- Does your solution provide access to a hardware/software management and monitoring dashboard for alerts and troubleshooting?
- **ATM System Reliability**
  - Identify first and second line maintenance suppliers, their location, and response times.
  - Please describe in detail your ATM monitoring and problem dispatching system? Include screen shots of your monitoring system. Please describe your process for and guarantees of monitoring and getting a failed system back on-line.
  - What is the backup communication plan? Please provide a detailed flow chart.
- **ATM Features (Process)**
  - Are the following ATM features supported by your ATMs? If so, please describe the service:
    - Bill breaking
    - Custom receipts
    - Custom screens
    - Marketing materials
    - Balance inquiries
    - Inter-account transfers
  - Does the ATM support a 3-in-1 product for POS debit and pinless credit cards? Does it automatically rollover if a first attempted transaction is declined? Include usage statistics. Does a customer have to re-swipe their card for rollover?
  - List any other ATM features available and the benefits.
  - Is there an option for the vendor to supply the cash used in each unit?
  - Capacity of funds available for withdrawal
  - Bill validator box capacity
  - Coin hopper capacity and currency cassette number of units and capacity

## 6. **Credit Card & POS Debit Cash Advance Services**

- **Credit Card & POS Debit Cash Advance Services**
  - Do you have a third party processor?
- **Credit Card & POS Debit Cash Advance Technology**
  - List any other credit, debit, or cash transaction features available and the benefits.
  - Is your solution EMV ready?

- Please list all hardware and software required to be installed at Osage Casinos.
- **Credit Card & POS Debit Cash Advance System Reliability**
  - Describe your monitoring system and response times.
- **Credit Card & POS Debit Cash Advance Reporting/Tracking**
  - Can your system notify our marketing department for transactions that meet pre-set transaction thresholds?
  - Describe what method is available to track “Currency Transaction Reporting (CTR)” (Title 31) transactions?
  - Can you track player’s cards against your database?
  - What measures do you use to mitigate fraud?
- **Credit Card & POS Debit Cash Advance Process/Features**
  - Please describe all Credit Card & POS Debit cash advance networks.
  - Do you have a centralized address database? How often it is updated? Is address data cross-referenced across all product lines?
  - Please provide a rate structure schedule for our customers. What will the process be and what are the fee implications?
  - Do you have the ability to waive fees on a transaction-by-transaction basis?
  - Who is responsible for fraudulent transactions?
  - Do you provide multi-lingual screens? If so, which languages are available?
  - Describe your company’s procedure for processing non-U.S. card requests.
  - 
  - Do you have the ability to set different pre-selected dollar amounts for credit vs. debit transactions?
  - Define all processing requirements/obligations of the casino in the full processing cycle for cash advances of any type.
  - How are reprints of misprinted items handled?

## 7. **Check Cashing**

- **Check Cashing Services**
  - Describe the process a customer would go through to cash a check using your service.
  - Describe your enrollment process and the amount of funds available for withdrawal for first time users.
  - What type of checks do you cash (personal, payroll, travelers, IRS refund and government issued checks, etc.)? Are there minimum or maximum dollar amount limits you will cash?
  - Is it a guarantee program and/or verification? Does your company guarantee every draft/check?
  - Describe your collection process detail.

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- Do you have the ability to waive fees on a transaction-by-transaction basis?
  - List any other features and benefits of your check-cashing program?
  - Do you use a third party check program or do you do it in-house?
  - Can you provide a checkless system?
  - Is the player's club card reportable within the system to be used for analytical purposes with Marketing?
  - **Check Cashing System Reliability**
    - Describe your monitoring system and response times for servicing any such terminal hardware.
  - **Check Cashing Reporting/Tracking**
    - Describe your check cashing systems, Title 31, and Currency Transaction Reporting (CTR) compliance features.
    - Do you have a centralized check-cashing database?
    - What is the process for handling fraudulent checks?
  - **Technology**
    - Please list all hardware and software required to be installed at Osage Casinos.
- 8. Overall Reporting Services**
- Describe the type of reports you provide and for which products you provide them (provide a sample of each report available).
  - 
  - Is the back of house reporting module web-based? If not, describe what type of technology is utilized for the reporting system.
- **Help Desk/Call Center**
    - Do you have a help desk? If so, please describe staffing, hours, and whether it is outsourced.
    - Where is it located?
    - How many employees?
    - Hours of operation
    - Do you have a separate phone number for employee vs patron calls? Do you have a separate tech support group to troubleshoot minor problems? What are the statistics of calls, referrals, abandoned rates, and average speed of answer?
    - Describe how the center operates and how it handles various kinds of questions and problems.
    - How are customers billing resolution calls handled?
  - **Customer Service/Account Management**
    - Demonstrate that all service screens (menus) are user friendly.
    - Describe your support structure and how it will serve Osage Casinos and its customers.
    - Do you have local support? Where? Hours available?
-



- How would you assist in educating Osage Casinos' customers about your services?
- List the account support contacts for our property.

**9. Overall System Reliability, Contingency, and Backup Plan**

- Can you provide 100% availability, what is your downtime percentage of all services?
- What are your redundancy and backup measures for processing systems for each product?
- What are your redundancy and backup measures for telecommunications systems for each product?
- Provide network and system connectivity diagrams of your processing and telecommunication systems
- Where are your data centers located?
- What is your disaster recovery and contingency plan?
- How often do you have scheduled downtimes?
- How is the data safeguarded?
- Who is your network sponsoring Bank?

**10. Pricing & Commissions**

- Describe all fees and commissions associated with each of the services presented, including, but not limited to, fees to customers for each product, commissions or fees to Casino, and any other costs. The fee and commission information should be provided assuming that your company will provide ATM, cash advance (credit and debit) services, and check cashing services.
- Additionally, describe and account for any maintenance, support, service / account management, third-party or those fees otherwise known as "hidden" fees in detail? Do any fees vary according to day, shift, short-notice or seasonality? Are any fees subject to rate, annual or CPI adjustments with or without notification?
- What effect, if any, does the term of the contract have on the proposed pricing?
- Provide a sample contract for your services
- Pricing model for Casino providing cash for ATM
- Pricing model for Vendor providing cash for ATM, if available

**REFERENCES**

Please provide a list of at least four (4) client references that are similar to the size and scope of our facility. References must be using the products and services proposed in your response to this RFP. Include contact names and telephone numbers

**11. SUBMITTAL REQUIREMENTS**

- The Proposal must be typed and submitted on 8.5 by 11 inch paper bound securely.
- Answers should immediately follow the questions.
- An electronic Proposal in PDF Format on an appropriate storage device.
- All completed forms and checks must be provided.
- The proposal must be received by the noted date and at location specified.

A minimum of five (5) copies of your submittal shall be received no later than the close of business (4:30 pm, CST) on June 9, 2017. Submittals shall be sent to:

Osage Casinos Executive Office  
1211 West 36<sup>th</sup> Street North  
Tulsa, OK 74127  
Attn: Mike Shaw

**12. SELECTION PROCEDURE**

- The Proposals will be reviewed to determine if all submission requirements were met. Failure to submit complete documents may result in the proposal being rejected. In the event that all proposals are judged incomplete, the CASINO reserves the right to select the proposal(s) which in its opinion most nearly meets all the requirements of this Request for Proposals.
- Preference will be awarded to firms that are at least 51% owned by an Osage Tribal member(s). (Tribal Membership card and documentation of ownership must be provided)
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**13. CONTRACT REQUIREMENTS**

Please complete all required forms and send any associated checks. **Failure to complete the forms will eliminate your submission from review.**

- General Information Sheet
- Standard Terms & Conditions
- Business Relationship Affidavit
- If selected vendor will agree to be licensed by the Osage Nation Tax Commission (\$100.00) Application and check must be sent within 15 days of the notification of selection.
- If selected vendor will agree to be licensed by the Osage Nation Gaming Commission for (\$5,000.00). Please note, there will be an additional \$250.00 per person license for on-site workers.
- Please submit a copy of your W9

**14. CASINO POLICIES**

- Osage Casinos reserves the right to reject any or all proposals. Management will determine if re-bidding is required on a case-by-case basis. Osage Casinos reserves the right to change bid specifications during the bid process. All bidders will be notified of changes.
- All bids shall be binding for one hundred twenty (120) calendar days following the bid opening
- All materials submitted in response to the RFP become property of Osage Casinos. Proposals and supporting material will not be returned to the vendors.
- No bids will be accepted after the established deadlines.

**Notice: You agree that the information contained in this proposal is true, complete, and accurate to the best of your knowledge and belief. Any false information submitted may result in disqualification.**



**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:** \_\_\_\_\_

**Cash Services RFP  
ADDENDUM**

**STANDARDS 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, 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

WHEREAS, the Parties wish to enter into the Agreement in order for Vendor to provide certain goods and/or services to ONGE dba OC, and

WHEREAS, 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. 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 Casino’s 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 gross negligent performance of the Vendor’s duties, to include injury to persons or to any property.
6. Insurance. Where applicable, Vendor shall obtain and maintain any required insurance for the duration of the Agreement in an amount established by ONGE, and to provide a Certificate of Insurance naming the Osage Nation, ONGE and its officers as additional insureds.
7. 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 shall not charge such fees back to ONGE.
8. Use of logo. Vendor is not authorized to use the Osage Casinos logo in any advertising or other materials without separate written permission from ONGE.
9. 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. 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.
10. 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.
11. 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: Cash Services**

**ONGE:**

\_\_\_\_\_

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

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

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

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

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

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

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

