



# **REQUEST FOR PROPOSALS**

For

**Consulting and Insurance Broker Services**

**Due Date:**

**May 30, 2018**

**Issued By:**

**Osage Casino**

1211 West 36th Street North, Tulsa, OK 74127  
Phone: 918-699-7773 • Fax: 918-699-7898

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**REQUEST FOR PROPOSAL  
PROFESSIONAL CONSULTING AND INSURANCE BROKERAGE  
SERVICES**

**I. INTRODUCTION AND PURPOSE**

The Osage Casino is requesting proposals from a qualified firm to act as the Osage Casino's advisor, consultant and professional insurance broker. The Osage Casino seeks to obtain proposals from professional insurance brokerage services (hereafter "Broker") to assist in such regard with respect to the types of coverage and renewal dates listed below:

- a. Tribal Workers Benefit (10/01/2018)
- b. Property (10/01/2018)
- c. Crime (10/01/2018)
- d. Automobile Liability (10/01/2018)
- e. General Liability (10/01/2018)
- f. Excess Liability (10/01/2018)
  - 1. First Layer 10MM X 1MM
  - 2. Second Layer 300MM X11MM
- g. Fiduciary (10/01/2018)
- h. Cyber Liability (10/01/2018)
- i. Storage Tank Liability (01/25/2019)
- j. Any other coverage requested by the Osage Casino or recommended by the Broker.

The Broker shall provide the Osage Casino with the services set forth in the Scope section of this agreement in accordance with the terms set forth herein. The Scope section may be amended from time to time by written agreement of the parties.

Proposals shall be submitted in accordance with the specifications attached hereto. All specifications, described herein, shall be considered minimum requirements which shall be met by the proposer.

Although cost will be an important factor in selecting the Broker, the Osage Casino is not obligated to award a contract for the purchase of the insurance broker, advisor and consultant services solely on the basis of a low bid. The Osage Casino reserves the right to use other subjective criteria and will award to the Broker, whom in the opinion of the Osage Casino, will best serve the interests and needs of the Osage Casino. The Osage Casino also reserves the right to waive any minor informalities or irregularities in any proposal and to reject any or all proposals.

The Osage Casino reserves the right to cancel the solicitation at any time prior to making an award based on this solicitation.

If the Broker cannot furnish any of the services in the manner requested, the Broker shall attach an explanatory memo describing any variations between the Osage Casino’s specifications and its proposal submitted in response to this RFP.

Inquiries regarding this request for proposal shall be directed in writing, on or before, May 23, 2018, to the following:

Ebb Moton  
Risk & Safety Manager  
1211 W. 36<sup>th</sup> Street North  
Tulsa, OK 74127  
[Ebb.Moton@osagecasinos.com](mailto:Ebb.Moton@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 Question-and-Answer (Q&A) document, which will be posted on the Osage Casino’s website ([www.osagecasinos.com](http://www.osagecasinos.com)). The only official answer or response of the Osage Casino will be the one posted on the Osage Casino’s website.

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

## II. SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the Osage Casino’s best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:30 a.m. and 5:00 p.m. Central Time. The Osage Casino reserves the right at its sole discretion to adjust this schedule as it deems necessary. **Any adjustments to the schedule of events will be posted on the Osage Casino website. It is the Proposer’s responsibility to check the Osage Casino website for any changes.**

Published RFP Date.....	May 15, 2018
Deadline for Written Questions.....	May 23, 2018
Osage Casino Response to Questions Posted.....	May 25, 2018
Deadline for Submission of Proposal.....	May 30, 2018 at 3:00 p.m. CST
Interview (if held).....	June 6, 2018
Evaluations of Proposals Completed.....	June 8, 2018
Notice of Intent to Award.....	June 21, 2018

This timetable is for the information of submitting entries. Project restraints may cause these dates to change. In no event shall the deadline for submission of the proposal be changed except by written modification by the Osage Casino Purchasing Department.

### III. SCOPE OF SERVICES:

**A. Assigned Personnel:** The Broker shall designate a principal to be assigned to this account to act as the primary contact for the Osage Casino. The Osage Casino must approve the principal and any other personnel assigned to perform services for the Osage Casino (hereafter collectively referred to as “assigned personnel”). If for any reason the Osage Casino finds, in its sole discretion, that the service provided by any assigned personnel is unsatisfactory, the broker will agree to assign replacement personnel that must be approved by the Osage Casino. Personnel assigned to the account must have a minimum of (5) five years full time experience as a broker and a minimum of (5) five years full time experience with tribal entities insured and self-insured insurance program management is preferred.

PROGRAM ADMINISTRATION: Program administration shall include, but not be limited to the following:

1. Act as an independent insurance advisor to the Osage Casino and proactively provide ongoing unbiased professional advice and recommendations that benefits the Osage Casino.
2. Proactively provides ongoing review and analysis of the Osage Casino’s insurance programs and identification of risk transfer and risk financing options.
3. Be familiar with the major exposures of the Osage Casino.
4. Be familiar with the coverage provided by all relevant insurance policies and documents issued to the Osage Casino.
5. Assure that insurance policies are placed in a timely manner, without lapse in coverage periods, with reputable and financially responsible insurers.
6. Provide service for the insurance policies placed for the Osage Casino including processing all changes, endorsements and verifying the accuracy of invoices within a reasonable time, prior to the due date of each invoice.
7. Provide early notice of rate and coverage changes or renewal problems through a process to be mutually agreed upon with the Osage Casino.
8. Assure all policies purchased are reviewed by Broker and policies are provided to the Osage Casino before renewal date or within 30 days of receipt.
9. Provide loss runs annually and provide a loss analysis when requested for each policy written 45 days prior to renewal.
10. Upon request of the Osage Casino, but at least once a year, provide a comprehensive report that reviews all of the Osage Casino’s insurance programs.
11. Through a mutually agreed upon process, monitor the Osage Casino’s operations and loss exposures and make any appropriate recommendations for coverage changes or new coverage.
12. Be available to answer questions or obtain answers from underwriters for policy coverage questions.
13. Meet with Osage Casino staff and designated representatives as reasonably requested.
14. Provide consultation service and written reports as normally expected of a professional broker to a client.
15. Provide loss control services and assistance with claims as requested by the Osage Casino.

16. Assist in analyzing loss exposures from existing and new operations and determine the appropriate risk management alternatives, including types, availability, costs and extent of coverage that should be considered.

Brokerage and consulting services must be provided for annual policy renewals and on an as needed basis. The selected broker must provide a thorough renewal presentation each year at least forty-five (45) days before current policy expiration date with policy recommendations to include an analysis of available alternatives in consideration of Osage Casino's exposures. Brokerage services must also include market research, policy endorsements, certificates of insurance, and coverage consultation on claims filed against the Osage Casino. The Broker will also advise on a continuing basis, and in a timely manner, of any and all significant matters and developments regarding carrier service issues.

## **B. Authorization**

Broker shall be authorized to represent and assist the Osage Casino in all discussions and transactions with insurers relating to the lines of insurance listed in Section I when acting as the Osage Casino's Insurance Broker, provided that Broker shall not bind any insurance on behalf of the Osage Casino unless so authorized by the Osage Casino in writing. Notwithstanding the foregoing, at all times during the performance of this Agreement Broker shall be an independent contractor and shall not be an employee of the Osage Casino.

## **C. Compensation**

1. The selected Broker shall provide a quote for providing the services to the Osage Casino.
2. If there is a significant change in the Osage Casino's operations or exposures that affects the nature and scope of its insurance program and/or service needs, Broker and the Osage Casino both agree to renegotiate the Broker's compensation in good faith as appropriate.

## **D. Term**

The contract term is for one (1) year.

## **E. Notice of Loss**

All policies shall be endorsed to state the following: **"For the purpose of notice of loss, claim, or suit to the insurance company, the Osage Casino will not be deemed to have knowledge of a loss, claim or suit until the Risk Manager has received written notice of the occurrence.**

## **F. Policy Amendments**

Process requests for additions or deletions to policies within ten (10) business days of receipt. Provide follow up with insurer that the insurer has handled the request. Advise in writing of any changes to insurance policy (is) within 14 days.

## **G. Policy Review**

Review policies and other documents in detail within 14 days of receipt of the documents. Check the wording and accuracy of each policy, binder, certificate, endorsement or other documents received from insurers. Ensure that the intended coverage is provided, all coverage, terms, conditions and other wording is complete and accurate, and in compliance with financial arrangements and administrative procedures acceptable to the Osage Casino. Obtain revisions needed to achieve compliance with coverage request.

## **H. Marketing**

1. Monitor expiration dates of policies and provide the Osage Casino with written notification at least 180 days prior to expiration, including a description of information needed to process the renewal including updated applications.
2. Develop and implement a marketing strategy, including identifying potential markets, for program renewals at least 180 days before policy expiration.
3. Develop underwriting information and assist in gathering and organizing exposure and loss data for renewals of policies placed.
4. Work with carriers to design policies and programs most advantageous to the Osage Casino for coverage of exposures, policy form, exclusions, deductibles, self-insured retentions, coordination with other policies, costs and other pertinent factors.
5. Market renewal coverage for the Osage Casino by obtaining timely and competitive quotations from available and responsible insurers & re-insurers.
6. Provide quotations to the Osage Casino at a minimum of 45 days prior to insurance policy expiration unless otherwise approved by the Osage Casino.
7. Provide the Osage Casino with copies of nonrenewal notices, declination letters and all premium quotations received with a summary of coverage explaining deficiencies or benefits of the quote compared to the recommended insurance program.
8. Provide quotations for specialized types of insurance, as requested by the Osage Casino.

## **I. Claims**

1. Assist the Osage Casino staff, as necessary, with filing claims.
2. Work with outside claims adjusters as necessary.
3. Represent the interests of the Osage Casino in policy interpretation and other negotiations with insurance carriers.
4. Assist the Osage Casino with review of claims reserves, and represent the Osage Casino to the insurer with regard to requested explanation of reduction of reserve amounts. Follow-up with insurer as necessary until resolution of any reserve reduction requests are accomplished or until claim is closed.
5. Provide annual summaries by policy year for each of the last five years indicating total number of losses by type for each line of coverage and showing earned premium, incurred losses and loss ratio.

## **J. Contract Review**

Review contracts and lease agreements as requested and notify the Osage Casino whether the insurance programs of the Osage Casino are in compliance with insurance requirements of contracts and/or agreement.

## **K. Legal Compliance**

Comply with all state and federal laws and regulations pertaining to insurance brokers licensed in the state of Oklahoma.

## **L. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Osage Nation, the State-Tribal Compact, Federal laws and the laws of the State of Oklahoma, in that order and without regard to its conflicts of law provisions.

## **M. Miscellaneous**

This Agreement, together with all attachments attached hereto, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all written or oral prior agreements, understandings and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived, only if such modification, amendment or waivers is in writing and signed by the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors.

Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures or attacks on its server.

## **N. Qualifications of Companies/Underwriters**

Any insurance carrier or underwriter proposed by the Insurance Proposer is an admitted company or underwriter, A Best's Insurance Policyholder's Rating of "A" or better and a Financial Size Category Rating of "VIII" (eight) or higher is preferred.



## **IV. BROKER SPECIFICATIONS**

### **A. Cover Letter**

Each proposal will have a cover letter on the letterhead of the organization submitting the proposal. The cover letter must briefly summarize the broker's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Osage Casino.

### **B. Company Overview**

1. Provide the legal name and address of the broker and state of incorporation submitting the proposal. Also identify all subcontractors or joint venture partners.
2. Provide an overview and history of your company. How long has the broker been providing services to tribal enterprises? Describe the organization and ownership. Include an organizational chart.
3. Describe your total organization, including any parent companies, subsidiaries, affiliates, and other related entities.
4. Describe the ownership structure of your organization, including any significant or controlling equity holders.
5. Describe any organizational changes such as divestitures, acquisitions, or spin-offs involving your insurance broker services business segments that have occurred in the last two (2) years or are anticipated in the future.

### **C. Tribal Gaming Expertise**

1. Describe your firm's background, experience and exposure to companies/organizations similar to the Osage Casino.
2. Please describe your company's capabilities in tribal gaming and the role of industry specialization in your client service model.

### **D. Service**

1. Describe your client engagement platform.
2. Describe your organization's customer service philosophy and describe how it is communicated and reinforced throughout the organization.
3. Describe your proposed transition procedure (i.e., steps to be taken, data required, timing) assuming you are selected and awarded a Broker of Record (BOR). Are there any separate charges associated with the transition?

## **E. Market Approach and Capabilities**

1. Describe your firm's access to the commercial insurance marketplace. What markets would you likely approach for an organization such as the Osage Casino? Describe how you develop a "Marketing Plan" for a typical client.
2. What do you consider to be unique about how your brokerage approaches the negotiation process with insurance carriers?
3. What specialized strategies/procedures do you employ to ensure your clients receive the broadest possible coverage at the best possible cost?
4. Explain the process your company employs during the renewal cycle.

## **F. Proposed Team**

1. Describe your organization's continuous improvement program and how your current customers benefit from your service improvements; and
2. Describe the key individuals, along with their qualifications, professional certifications and experience that would comprise your organization's team for providing services to the Osage Casino.

## **G. References**

Provide an organization name, address, contact name, and contact telephone number for three (3) customers of comparable size and scope of services that your company has been under contract with to provide consulting and insurance broker services for during the past five (5) years.

## **H. Compensation**

1. Describe how you plan to be compensated (fees or commissions)? If you plan to be paid on a fee, how will the fee be determined? If paid by commission, how is the commission calculated?
2. Provide an estimate of the total compensation your organization will require to provide the services set forth in the RFP.

## **I. Broker Qualifications**

Each Broker submitting a proposal must carry the attached insurance coverage, See Exhibit D. A certificate of insurance guaranteeing the Osage Casino 3 days' notice of cancellation must be furnished at the time of appointment.

## V. PROPOSAL FORMAT

Late Proposals will not be accepted and therefore, will be disqualified.

To be considered for selection, brokers must submit a complete response to the RFP. Incomplete proposals will not be considered for award. In compliance with this request for proposal and all of the terms and conditions imposed herein, the proposer offers and agrees to furnish the services in accordance with its signed proposal, submitted in response to this RFP, in the event the proposal is accepted by the Osage Casino.

### A. Proposal Format

The proposals shall be organized in the exact order in which the requirements are presented in the RFP. Each page shall be numbered. The proposal shall contain a table of contents which cross references the RFP requirement and the specific page of the response in the Broker's proposal. Each paragraph in the proposal shall correspond to and reference the paragraph number in the corresponding section in the RFP. The Broker shall repeat the paragraph number and heading as it is presented in the RFP. If the response covers more than one page, the Broker shall repeat the paragraph number at the top of the subsequent page. Failure of the Broker to conform to this format may result in the rejection of the proposal.

### B. Submission of Proposal Document

Proposals are due no later than 3:00 pm CST, Friday, May 04, 2018. Proposals received after this time will not be considered. The signed and completed proposal shall be submitted to the Osage Casino in a sealed envelope or package and identified as follows:

#### **PROPOSAL FOR CONSULTING AND INSURANCE BROKER SERVICES**

**FROM:**

**Name of Organization & Representative  
Street # and Name, or PO Box Number  
City, State, and Zip Code  
Phone #, Fax# and Email Address**

The sealed envelope must be delivered to:

Osage Casino  
Attn: Kimberly Pearson  
1211 W. 36<sup>th</sup> Street North  
Tulsa, OK 74127  
Phone: 918-699-7605  
Email: Kimberly.Pearson@osagecasinos.com

Contained within the envelope shall be:

- (A) One (1) signed original of the complete Request for Proposal document; and

**Note: The proposal must be signed by an authorized representative of the organization. Unsigned proposals will not be considered for contract award.**

- (B) An electronic copy (jump drive) of the Proposal

**C. Items to Be Furnished with Proposal**

- Complete Form (See Exhibit A) Acknowledgement and Consent
- Complete Form (See Exhibit B) Vendor License Requirement and Non-Compliance Consequences Acknowledgement
- Complete Form (See Exhibit C) Business & Personal Relationships Affidavit

**All forms must be completed or Proposals will be rejected.**

**D. Miscellaneous Requirements**

Proposals must contain in writing all the terms and conditions of the offer being made. Verbal representation made before or after proposals are submitted will not be considered unless they were made in answer to questions asked by the Osage Casino or its representative during discussions or negotiations authorized herein.

The Proposer shall bear all costs for any and all appearances and costs associated with preparing a proposal or responding to the RFP.

**All proposals shall be valid for a period of 120 days from the due date of the proposals, May 30, 2018.**

## VI. EVALUATION CRITERIA AND PROCEDURES

Proposals will be evaluated by an evaluation selection committee (ESC). The ESC will score all proposals based upon the evaluation factors detailed herein.

A. The first-step review will be based on the vendor's responses to qualifications listed below. These categories will be used to determine the Proposers' ability to advance to step 2.

1. Provide a brief history and description of your brokerage. This includes the size (number of employees and revenues) and areas of specialization.
2. A qualified principal or account person with five years of experience in commercial lines and risk management consulting with significant experience being with tribal entities and a designated second principal with comparable qualifications.
3. Provide the names, addresses, individual contact name and telephone numbers of at least three (3) accounts written by the broker. Preference is for other tribal clients of similar size and nature.
4. Explanation of risk management service offerings.
5. Firm's financial stability documentation (e.g. balance sheets for the past two (2) years or other documentation).

Only Brokers who have satisfied the above requirements will be eligible to proceed to step 2.

B. The second-step evaluation criteria shall consist of the following:

1. Qualifications of Firm and Key Personnel-----35%  
Includes ability to provide the requested scope of services, the Proposer's, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.
2. Approach to Providing the Requested Scope and Services -----25%  
Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.
3. Financial Qualifications-----20%  
The Proposer's financial capacity.
4. Price Proposal-----20%  
Does the Proposer commit to perform the work at a fair and reasonable price?

After the ESC has evaluated the proposals, the Osage Casino may, at its sole discretion, conduct discussions with those Proposers whose proposals seem worthy of consideration. At these discussions, vendors will have the opportunity to make verbal presentations regarding their organizations and the services they are prepared to render and to respond to any question(s) of the Osage Casino. The Osage Casino is not obligated to conduct discussions with proposers. In addition, the Osage Casino may conduct negotiations for the purpose of obtaining best and final offers. In no event shall negotiations increase the cost or amend the proposal such that the apparent successful Proposer no longer offers the best proposal.

## Exhibit A

### 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 \$200.00 licensing fee and \$50.00 per person on-site 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**

---

**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



# Exhibit C

## BUSINESS & PERSONAL RELATIONSHIPS AFFIDAVIT

Project Name: Consulting and Insurance Broker Services

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 Service Provider, 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 other party involved with 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: \_\_\_\_\_

\_\_\_\_\_

## EXHIBIT D

### Insurance/Indemnification

The Broker shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Broker shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the Osage Casino. If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met

The Company shall indemnify, defend, save and hold harmless the Osage Nation, Osage Nation Gaming Enterprise, Osage Casino, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Company, its employees, subcontractors, or agents, or any negligent act or omission of Company, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the Osage Nation, Osage Nation Gaming Enterprise, Osage Casino, its officers, employees and agents.

Each certificate or policy shall require and state in writing the following clauses:

**The Broker shall provide notice to Osage Casino within three (3) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to Osage Casino by registered mail, return receipt requested, to the following address:**

Osage Casino  
Attn: Risk Management  
1211 W. 36<sup>th</sup> Street North  
Tulsa, OK 74127

**"The Osage Nation, Osage Nation Gaming Enterprise, Osage Casino, its officials, agents, employees and representatives shall be named as additional insured on the automobile liability and commercial general liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance.**

**WORKERS COMPENSATION:**

The Broker shall maintain in force Workers’ Compensation coverage shall require all subcontractors to do likewise with MINIMUM LIMITS OF:

Employers Liability	\$100,000	Each Accident
	\$500,000	Disease – Policy Limit
	\$100,000	Disease – Each Employee

**AUTOMOBILE LIABILITY:**

Covering owned, non-owned and hired vehicles with MINIMUM LIMITS OF:

\$1,000,000 Each Occurrence – Combined Single Limits

**COMMERCIAL GENERAL LIABILITY:**

Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor’s Liability, and Broad Form Property Damage Liability coverage with MINIMUM LIMITS OF:

\$1,000,000	General Aggregate
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal & Advertising
\$1,000,00	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

**PROFESSIONAL LIABILITY:**

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement with MINIMUM LIMITS OF:

\$2,000,000 Each Claim / Aggregate

**PROPERTY INSURANCE:**

The Broker shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. The Company shall require all subcontractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Company.

The Company is required to provide copies of the insurance policies upon request.