



REQUEST FOR QUALIFICATIONS – DESIGN-BUILD PROPOSAL
Osage LLC. – Skyway Range – Manufacturing Facility

OWNER: Osage LLC.

Response Due

June 4th, at 11:00 AM

Prepared By: Cardinal Building Solutions, LLC. (Owner's Representative)

Matthew Littleton



Submit Proposals To:

Construction Owner's Representative: matt@cardinalbuildingsolutions.com

Owner: kyatesfree@osagellc.com

REQUEST FOR PROPOSAL

RFP – Osage LLC. Skyway Range – Manufacturing Facility Design-Build Contract

1. Notice:

Notice is hereby given that Osage LLC. Skyway Range is requesting a response to this Request for Proposal (RFP) to provide design build services for a Manufacturing Facility at the Osage LLC headquarters in Osage County, OK.

2. Project Description:

The proposed Manufacturing Facility at Site 1 is a key early-phase project within the Skyway36 Master Plan for Osage, LLC, consisting of approximately 50,000 to 60,000 square feet of flexible, single-story industrial space delivered through a design-build approach. The facility is intended to support advanced manufacturing, assembly, and integration operations, particularly for aerospace and uncrewed aerial systems (UAS) technologies. Positioned within the initial development area, the building will be designed to accommodate scalable production workflows, high-bay space, and modern utility infrastructure, while integrating with planned site circulation and adjacent facilities. As part of the broader master plan developed, this project serves as a foundational component in activating the site and establishing a flexible, innovation-driven campus that supports long-term economic growth and tenant development.

3. Examination of Contract Documents and Site:

Bid documents are provided within the RFP. The bidder should carefully examine the work site and proposal documents to become fully informed of the conditions to be encountered and the character of the work performed. A mandatory pre-bid meeting will be held **May 13th, 2026, at 10:00 AM** at the Osage LLC office. Failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation in respect to their company's proposal. At the time of the proposal submission and opening each bidder will be presumed to have inspected the site and have read and be familiar with the proposal documents and location.

4. Preparation of Proposals:

Bidders who submit a proposal to this RFP are required to submit the following documents:

- a. Bid Form A – Form of proposal showing cost of work and calendar days to complete the project. Provide schedule showing the sequence of the project including design phases and milestones.
- b. Appendix A – Non-Collusive Affidavit. This document must be signed and notarized, if not, the proposal will not be accepted. The person signing the proposal must have authority to submit the proposal on behalf of their firm.
- c. Appendix B – Business Relationship Affidavit. This document must be signed and notarized, if not, the proposal will not be accepted. The person signing the proposal must have authority to submit the proposal on behalf of the firm.
- d. Appendix C – Bidder Qualifications. Please provide all requested documents and references as outlined within the RFP. Please provide similar projects within the last five (5) years with references.
- e. Appendix D – Insurance Requirements

5. Questions

All pre bid Request for Information are due to the Owner's Representative on May 18th, 11:00 AM. Questions can be sent to matt@cardinalbuildingsolutions.com and kyatesfree@osagellc.com.

6. Proprietary Data:

If a proposal includes any proprietary data or information the bidder does not want disclosed to the public, such data or information must be specifically identified by the bidder. Proprietary information will be used by the Owner for the purposes of evaluating the proposals.

7. Deadline for Response:

One (1) electronic response shall be received by the Owner by **June 4th, at 11:00 AM CST**, sent to matt@cardinalbuildingsolutions.com and kyatesfree@osagellc.com.

The subject line of the response shall be as follows: **"RFP 2026.06 – Osage LLC Skyway Range Manufacturing Facility Design Build Response"**. RFP responses must be fully executed and notarized. Late responses will not be accepted and shall be returned to the bidder unopened. All proposals will be opened and evaluated by the Owner. All proposals will be evaluated, and a formal notification issued by the Owner once all proposals are evaluated. Proposals received 72 hours prior to the bid opening will be rejected.

8. Signature & Affidavit Requirements:

The RFP response must be signed by an authorized official or agent of the bidder and all affidavits must be fully executed and/or notarized as required before the proposal can be considered. If the affidavit noted as Appendix A – Non-Collusive Affidavit is not fully executed and notarized, the response will be invalid. Submission of a fully executed Appendix B requires signature and date.

9. Point of Contact:

The Owner has obtained an Owner Representative for all construction projects. The Owner Representative for the solicitation and through the construction process will be Matt Littleton – Cardinal Building Solutions. All questions concerning the language of this RFP should be submitted by email to matt@cardinalbuildingsolutions.com.

10. Contract Award:

After the proposals have been reviewed and evaluated, the Owner Representative may contact company representatives. The award of the contract will be subject to approval by the Owner. The Owner reserves the right, at its sole discretion, to modify this date.

11. Owner Right to Reject and Modify:

The Owner reserves the right to reject or negotiate, at its sole discretion, any and all proposals resulting from this RFP. The Owner reserves the right to reject, as non-responsive, any response that does not contain the information requested in this RFP. The Owner also reserves the right to waive any irregularities, errors, or omissions in the RFP or responses received.

The Owner may make such investigation as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly

qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

12. Qualifications of Bidder:

Bidders are requested to list representative prior experiences on other construction projects and furnish references. Bidder Qualifications, Appendix C.

13. Time of Completion and Liquidated Damages:

Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the construction within the specified calendar days provided on Bid Form A and the schedule requested. Bidder must agree to pay as liquidated damages, the sum of \$500.00 for each consecutive business day in which the project is incomplete over the presented construction end date or previously approved time extension.

14. Warranty Period:

The Contractor warrants work performed under awarded contract conforms to all requirements and is free of any defect in equipment, material, design, or workmanship performed by the Contractor or any Subcontractor. This warranty shall continue for a period of one year from the date of final acceptance of the work. The Contractor shall remedy at the Contractor's expense any failure or defect within the one-year warranty period.

15. Notice of Special Conditions:

- a. Manufacturer's material and installation recommendations & requirements.
- b. Insurance Requirements:
 - i. Shown in Appendix D
- c. Osage Preference

16. Laws & Regulations:

The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of this project shall apply to the contract throughout, and they will be deemed to be included in any future contract the same as though written out in full.

17. Method of Award - Lowest Bid that Contains Most Reasonable Offer from the Qualified Bidder:

After consideration of price and other factors, the contract will be awarded to the bidder whose bid is determined to be the lowest most responsive/reasonable offer in the best interest of the Owner to accept, as determined in Owner's sole discretion. Award shall be made under unrestricted solicitations to the lowest most responsive/reasonable bid from a qualified economic enterprise or organization within the maximum total contract price established for the specific project or activity being solicited. The Owner reserves the right to determine the format of any agreement resulting from this bid opportunity.

18. Permits:

Contractor is responsible for obtaining any and all required permits for the project.

19. Construction Inspections:

Contractor shall maintain an adequate inspection system and perform such inspection as will

ensure the work performed under the contract conforms to contract requirements. Contractor will be responsible for all inspections and permits with the local authority having jurisdiction. All inspections will need to be documented and notification will need to be given by the Contractor to the Owner Representative with at least 24-hours prior to all inspections. All work is subject to the Owner's inspections and testing at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

20. Non-conforming Work:

All work must be accepted by the authority having jurisdiction. Any non-conforming work will be corrected without charge to the Owner. The Contractor shall promptly segregate and remove rejected material from the premises. The Owner has the right to correct rejected work by Contractor or otherwise, replace or correct the work and charge the cost to the Contractor. The Owner can also terminate for default the Contractor's right to proceed.

21. Acceptance:

Unless otherwise specified in the contract, the Owner may accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Owner determines can be accepted separately.

22. Safety Standards and Accident Prevention:

Contractor shall:

Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596) and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.

Always exercise every precaution for the prevention of accidents and the protection of persons (including employees) and property.

Maintain at their office or other known place at the job site, all articles necessary for giving first aid to the injured and shall make standing arrangements for the immediate removal to a hospital or a doctor's care for persons (including employees) who may be injured on the job site. Employees shall not be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or doctor.

23. Work Requirements:

The Contractor shall notify the Project Inspector two (2) workdays prior to performing any work before 7 am, after 5 pm, or any Saturday, Sunday or Holiday in order that Owner may inspect any work should they choose. The Contractor is responsible for having a competent employee on-site while work is being performed.

24. Drug Free Workplace and Tobacco Free Workplace:

Any Contractor performing work for the Osage Nation & Subsidiaries agrees to publish a statement notifying all employees, subcontractors, and other workers that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against violators of such prohibition. Owner will consider lack of enforcement or lax enforcement of the statement by Contractor a default under the contract. The Contractor further agrees to provide all persons engaged in performance of the contract with a copy of the statement. A copy of bidder's Drug Free Workplace statement shall be included with the bid. The Contractor understands and recognizes

that all Osage Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers will abide by this policy.

25. Registered Sex Offenders:

No employees of the Contractor or Subcontractors registered on the Federal or State Sex Offender Registry.

26. No reimbursement:

The Owner will not reimburse a bidder or other firm for the cost of preparing a response to the solicitation.

Base Bid: Osage LLC Skyway Range Manufacturing Facility Design Build – Bid Form

The Design Builder, as Bidder, agrees to perform all work as shown and called for in the proposal documents for the Osage Nation & Subsidiaries, that is shown to be the Base Bid.

The Bidder agrees to furnish all design, labor, quality control, materials, supplies, and supervision to complete the project in accordance with the proposal documents for this project, and at the prices stated below.

A. Design Fee

_____ dollars (\$ _____)

B. Construction Fee

_____ dollars (\$ _____)

C. Combined Cost of Work

_____ dollars (\$ _____)

Attended the Mandatory Site Visit: Yes No

Contractor is Native Owned: Yes No

- Provide proof of certification and/or tribal identification card with.

Proposed Calendar Days: _____

Contractor provided schedule with the proposal: Yes No

- Contractor agrees to complete the project in the stated number of calendar days presented on this form. Failure to do this within the stated number of calendar days after the Owner issues the Notice to Proceed will result in Liquidated Damages as stated within the RFP.

SUBMITTED:

Company Name

Company Street Address

City, State Zip Code

Authorized Signature

Print Name & Title

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposed and says that he/she is a partner or officer of the firm of _____, the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or any other bidder, or to fix overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Osage Nation or subsidiaries, or any person interested in the proposed contract; and, that all statements in said proposal or bid are true.

Signed: _____
(Bidder, if the bid is an individual; Partner if the bid is a partnership: Officer, if the bid is a corporation)

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

My commission expires _____, 20____.

Notary Public Signature

Commission Number

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF _____) §

§

COUNTY OF _____) §

_____, 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. Affidavit further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the contractor, engineer, or other party to the project is as follows:

Affidavit further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the contractor or engineering firm or other party to the project is as follows:

Affidavit 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, Affidavit should so state.)

Affidavit's Signature: _____

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

Notary Public

My Commission Expires:

Bidder Qualifications

Previous work history form is to be completed with recently completed projects similar in size and scope to the RFP. Projects listed need to include Company name, Contract Amount, Contract Start and Completion Date, and Reference associated with the project completed.

CONTRACTOR'S INSURANCE REQUIREMENTS

Before performing contractual services on the behalf of or for the Osage Nation, compliance with the following insurance requirements must be verified:

** Provide an original Certificate of insurance naming Osage Nation as a certificate holder and additional insured with respect to general liability, automobile liability, and builders risk policies, as their interest may appear with respect to the operations defined in this bid packet. The certificate shall reflect that coverage has been placed with an AM Best Rated Carrier of at least A IX and will contain the following information for each required coverage:

1. Type of insurance
2. Policy number
3. Effective date
4. Expiration date
5. Limits of Liability (this amount is usually stated in thousands)
6. Thirty-day notice of cancellation, except ten-day cancellation clause will apply for nonpayment of premium.

** Required Coverages:

1. Worker's Compensation and Employer's Liability:

Limits of Liability:

- a. Bodily Injury by Accident: \$1,00,000 each
accident Bodily Injury by Disease: \$1,00,000
policy limit Bodily Injury by Disease:
\$1,000,000 each employee
- b. Oklahoma Statute requires Worker's Compensation coverage for anyone with one (1) or more employees. Contractor's worker's compensation policy shall include a waiver of subrogation in favor of The Osage Nation & Subsidiaries of Oklahoma.

2. General Liability:

Coverages:

- i. Commercial (including products/completed operations) with specific reference made to coverage for lead abatement (as this is usually excluded under standard commercial general liability policies). In addition to the additional insured endorsement, the commercial general liability policy shall also include a waiver of subrogation in favor of The Osage Nation and Subsidiaries.
- ii. Limits of Liability: Bodily Injury and Property Damage Combined: \$1,000,000 each occurrence \$2,000,000 aggregate

3. Automobile Coverage:

Vehicles Covered:

- i. All
Autos
Hired
Autos
- ii. Non-owned
Autos
- iii. Bodily Injury and Property Damage Combined: \$500,000

4. Professional Liability Coverage

NOTE: The Contractor shall either: (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage for the type and in the same amounts as specified above, or (2) insure the activities of this subcontractors in his own policy. Each subcontractor policy must also name The Osage Nation as an additional insured with respect to general liability and auto liability.

