

CHEROKEE NATION ENTERTAINMENT, L.L.C.

REQUEST FOR PROPOSAL (“RFP”)

PROJECT NAME: Control System Upgrade

RFP NUMBER: 151497

DATED: Wednesday, October 11, 2023

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SECTION I

SOLICITATION TO BID

**CHEROKEE NATION ENTERTAINMENT, L.L.C.**

**PROJECT NAME:**

Sealed bids are being solicited by Cherokee Nation Entertainment, L.L.C. or the Cherokee Nation Entertainment, L.L.C. wholly-owned entity identified in the attached Statement of Work (“Company”) to furnish a proposal for the Control System Upgrade.

A mandatory pre-bid is required for this RFP. The meeting will be on Wednesday October 18, 2023 at 10am in the Grand Lobby ( Main Entrance) located on the east side of the building. Vendors who do not attend will not be allowed to submit a response.

All bids shall be submitted by email using the following email address: Control.2hkhlgnykhwlhfa5@u.box.com. Bids are due by Thursday November 2, 2023 at 4pm. **We are not accepting bids in person or by mail**. All proposals shall be submitted to this email address only, please **do not copy the buyer on submittal**. If you copy the buyer on submittal, **it can be grounds for disqualification.**

The bidder must supply all the information required by the RFP Documents, hereinafter defined.

SECTION II

**INSTRUCTIONS TO BIDDER**

**1.00** **DEFINITIONS**

1.01 The “RFP Documents” shall mean and shall include the Solicitation to Bid; Instructions to Bidder; Bid Schedule; Statement of Work; Drawings and Specifications, and all other attachments, exhibits and other documents attached hereto and/or incorporated by reference herein.

1.02 “Company” refers to Cherokee Nation Entertainment, L.L.C. or the Cherokee Nation Entertainment, L.L.C. wholly-owned entity soliciting bids and/or proposals for the Work described in the Statement of Work.

1.03 “Company Representative” refers to the Company personnel who has been designated as the Project Manager as identified in Section I, Solicitation to Bid, or other authorized representative of Company as may be designated in writing.

1.04 “Contractor” refers to the party acting directly or through agents, subcontractors, or employees and is currently under contract with the Company or upon the award of the bid will enter into a contract directly with the Company.

1.05 “Subcontractor” refers to the party contracting with the Contractor for any part of the Work as defined in the Statement of Work.

1.06 “Work” includes all services to be performed or things to be furnished by the Contractor, or both services and things, as the context reasonably requires, including all supervision, labor, materials, supplies, tools, equipment, light, water, fuel, power, heat, transportation, or other facilities necessary for the discharge of all of Contractor’s obligations as described in the Statement of Work.

**2.00 DESCRIPTION OF WORK**

2.01 The Work to be performed is described in Section III, Statement of Work and Specifications, of the enclosed RFP Documents.

**3.00 FAMILIARITY WITH RFP DOCUMENTS AND PROPOSED WORK**

3.01 The bidder has the responsibility for examination of all RFP Documents, inspection of all work sites, and familiarization with all conditions concerning the Work. Failure or neglect of the bidder to discharge this responsibility will not excuse nonperformance.

3.02 The bidder has the responsibility to estimate the time and quantities of work required to complete the Work. Failure or neglect of the bidder to discharge its responsibility will not excuse nonperformance.

3.03 Company may require prospective bidders to complete a Non-Disclosure Agreement prior to providing the Statement of Work to a prospective bidder.

**4.00 BIDDING INSTRUCTIONS**

4.01 The bidder shall make its bid by inserting the bidder's figure in the applicable blanks of the Bid Response provided in the Statement of Work, by initialing those inserted figures, by completing any forms, and by returning the completed Bid Schedule to the Company.

4.02 The bidder must furnish with its bid, a completed and signed Confidentiality and Business Relationship/Non-Collusion Representation, a copy of which is included in the RFP Documents as Section IV.

4.03 This procurement may be subject to Cherokee Nation Gaming Commission (“CNGC”) policies and procedures. In the event CNGC licensing is applicable, the successful vendor(s) shall be responsible for obtaining all licenses required by CNGC. CNGC licensing requirements may include licensing fees as well as security and background checks of vendor(s) employees. Current policies and procedures can be found on the Cherokee Nation website or by contacting the CNGC office at 918-431-4116.

4.04 This procurement is subject to Cherokee Nation Tribal Employment Rights Office (“TERO”) regulations that include a fee of ½ of 1% of total contract award and, if applicable, the completion of a TERO Labor Agreement and payment of associated fees. The successful bidder’s award will be published on the Cherokee Nation’s procurement website and their performance will also be measured, recorded, and reported to the Cherokee Nation.   The complete Act is available by contacting the TERO OFFICE at Tahlequah 918-453-5000.  TERO bidders are required to provide a copy, front and back, of their TERO certificate with return bid(s) and failure to do so will result in such bidders not receiving the TERO preferences afforded TERO bidders under the CNB procurement and contracting policies and procedures.

4.05 The bidder must furnish, with its bid, a subcontractor plan indicating what amount of the Contract, either in dollar estimate or percentage of work estimate, will be subcontracted, and the Indian-owned status, if any, of those subcontractors, including tribal identification.

4.06 All names on the Bid Schedule must be typed or printed below the signature.

4.07 The Bid Schedule must be completed in ink or by printer. The Bid Price on the Bid Schedule must be stated in words and figures, in case of a conflict words will take precedence. No alterations, additions or erasures shall be made on the Bid Schedule. Erroneous entries shall be lined out, initialed by the bidder and the correct entry inserted.

4.08 All names on the Bid Schedule must be typed or printed below the signature.

4.09 The Bid Schedule shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Schedule).

4.10 The address to which communications regarding the Bid Schedule are to be directed must be shown.

4.11 Bids shall be submitted at the time and place indicated in the Solicitation to Bid., marked with the Project Title, Bid Number, Name and Address of the bidder, and accompanied by the other required documents.

**5.00** **QUALIFICATION OF BIDDERS**

5.01 No bid will be accepted unless the bidder can, if requested, show to the satisfaction of the Company evidence of its experience and familiarity with work of the character specified. This may include, at the Company's option, evidence of similar work by its firm (or principal employees) that has been performed satisfactorily and completed during the past five (5) years.

5.02 No bid will be accepted unless the bidder can show to the satisfaction of the Company evidence of its financial ability to perform the Work successfully and properly, to completion.

5.03 If bidder has a parent company or relies on a parent company to obtain or fulfill any of the Work to be contracted, then Company has the right to required bidder's parent company to provide guarantee of bidder's proposal and the performance of any obligations arising under a Contract Agreement if bidder has been awarded the bid.

5.04 If awarded the bid, bidder and any subcontractors of bidder in the performance of the Work shall, to the greatest extent feasible, give preference to Indian organizations, Indian-owned enterprises and individuals as certified by TERO. First preference shall be given to members of the Cherokee Nation and their businesses. Second preference shall be given to members of all other federally recognized tribes.

**6.00** **INTERPRETATIONS**

6.01 All questions about the meaning or intent of the RFP Documents shall be submitted to the Company Representative in writing. Replies will be issued by Addenda mailed to, delivered or sent by facsimile to all parties recorded by Company as having received the RFP Documents. Questions received less than two days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**7.00** **CONTRACT TIME**

7.01 If applicable as required in the Statement of Work, the number of days within which the Work is to be completed, or the date by which, the Work is to be completed shall be provided as set forth in the Bid Schedule and will be included in the Contract Agreement.

7.02 If a Project Schedule is required or a Date of Substantial Completion is defined per the Statement of Work, then the Contract Time for the work to be performed shall be considered a material consideration in the award of the bid.

**8.00** **LIQUIDATED DAMAGES**

8.01 Provisions for liquidated damages, if any, will be specified in the Statement of Work and/or as set forth in the Contact Agreement.

**9.00** **SUBSTITUTE MATERIAL AND EQUIPMENT**

9.01 If material and equipment as described in the Statement of Work are a basis for award, then the Contract, if awarded, will be on the basis of material and equipment described in the Statement of Work and Specifications without consideration of possible substitute or “or-equal” items. Whenever it is indicated in the Statement of Work and Specifications that a substitute or “equal” item of material or equipment may be furnished or used by a Contractor if acceptable to Company, application for such acceptance will not be considered by Company until after the effective date of the Contract Agreement.

**10.00 REJECTION OF BIDS**

10.01 Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened.

10.02 Company reserves the right to reject any and all bids when such rejection is in the best interest of Company. All bids are received subject to this stipulation and Company reserves the right to decide which bid shall be deemed lowest and best. A violation of any of the following provisions by the bidder shall be sufficient reason for rejecting his bid, or shall make any Contract between Company and the Contractor that is based on his bid; (i) null and void; divulging the information in said sealed bid to any person, other than those having a financial interest with him in said bid, until after bids have been opened; (ii) submission of a bid which is incomplete, unbalanced, obscure, incorrect, or which has conditional clauses, additions, or irregularities of any kind not in the original Bid Schedule, or which is not in compliance with the Instructions to Bidder and Solicitation to Bid, or which is made in collusion with another bidder. The foregoing list is non-exhaustive and Company reserves the right to reject a bid or nullify any Contract between Company and the Contractor that is based on his bid for any other reason it deems is in the best interest of the Company.

**11.00** **BIDS TO REMAIN OPEN**

All bids and pricing submitted under this RFP shall remain valid and open for **sixty** (**60**) days after the day of the bid opening, but Company may, in its sole discretion, release any bid prior to that date.

**12.00 AWARD OF CONTRACT**

* 1. Company reserves the right to reject any and all bids, to waive any and all bid document requirements and to negotiate Contract terms with the successful bidder, and the right to disregard all nonconforming, nonresponsive or conditional bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
	2. Company reserves the right to issue one award, multiple awards, or reject all bids. All quotes are subject to negotiation prior to award. Awards may be issued without discussion of quote received, and quotes should initially be submitted on the most favorable terms from a price and technical standpoint.
	3. In evaluating bids, Company shall consider the qualifications of the bidders and whether or not the bids comply with the prescribed requirements.
	4. Company may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Company.

12.05 Company may conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to perform the Work in accordance with the terms of a Contract Agreement and to Company’s satisfaction within the prescribed time.

12.06 Company reserves the right to reject the bid of any bidder who does not pass any such evaluation to Company’s satisfaction.

12.07 A Contract Agreement along with the terms and conditions of such agreement will be negotiated upon award. Company may rescind the award of a bid for failure to agree upon the terms of the Contract Agreement within a reasonable period of time or for bidder’s failure to negotiate in good faith or timely respond to requests or inquiries of Company. Prior to the execution of a Contract Agreement by an authorized representative(s) of each party, the successful bidder shall not perform any services, conduct any business on Company property or acquire or procure any supplies, materials or equipment on behalf of Company to be used in performing the Work as bid, unless specifically requested by an authorized Company Representative in writing. Company will notify the successful bidder in the Statement of Work or Notice of Award that additional executive or board of directors’ approval will be required prior to negotiating the terms of a Contract Agreement. In the performance of the Work awarded, Company, Contractor and its subcontractor(s) shall, to the greatest extent feasible, give preference to Indian organizations, Indian owned enterprises and individuals. First preference shall be given to members of the Cherokee Nation. Second preference shall be given to members of all other federally recognized tribes.

12.08 The successful bidder shall execute and deliver the Contractor’s Payment and Performance Bond (if required per the Statement of Work or Contract Agreement) and the required certificate(s) of insurance evidencing the limits and endorsements as required by the terms and conditions of the Contract Agreement within five (5) calendar days of receipt of the Notice of Award. If the successful bidder fails to execute and deliver Contractor’s Payment and Performance Bond and the required certificates of insurance(s) within five (5) calendar days of the Notice of Award, Company may annul the Notice of Award.

**13.00 BEGINNING WORK**

 The Work shall be commenced as agreed upon by the parties. However, Work shall not be commenced until Contractor has provided the requisite bonds and proofs of insurance required by the Contract Agreement.

**15.00 RETURNING OF RFP DOCUMENTS**

15.01 Whether a bid is submitted or not, this collection of RFP Documents and any accompanying documents are to be returned intact.

* 1. The successful bidder will be furnished necessary copies of this book and documents, conforming to the bid accepted by the Company.

**16.00 INVOICING REQUIREMENTS**

 All invoices for the Work submitted by the successful bidder must be coded in accordance with Company policies. The successful bidder will be responsible for meeting with a representative of Company's Accounting Department regarding necessary coding requirements and complying therewith.

SECTION III

STATEMENT OF WORK

CHEROKEE NATION ENTERTAINMENT, LLC

Sealed bids are being solicited by Cherokee Nation Entertainment, L.L.C. or the Cherokee Nation Entertainment, L.L.C. wholly-owned entity identified in the attached Statement of Work (“Company”) to furnish a proposal for the Control System Upgrade.

The Cherokee Nation Entertainment IT/AV (“CNE”) group is seeking proposals for the purchase, delivery, and installation of a control system upgrade for the Hard Rock Hotel & Casino Tulsa, Oklahoma. Qualified audio-visual system integrators (“bidders”) are requested to provide bids to supply the equipment and related services as outlined in this document.

Bidders shall have a minimum of five (5) years of experience programming in a casino environment including the design, engineering, assembly, installation, and support of audiovisual systems of similar or greater complexity to those identified in this Request for Proposal. Bidders, please provide a reference for that experience. Bidders shall be able to guarantee service and response time by providing onsite technical services, customer support, training, and telephone support.

1. Summary

This is a project to upgrade the AV control system from AMX/Crestron to QSYS at the Hard Rock Hotel and Casino, Tulsa. The control system is the primary component that allows users to control the audio and video at the property via touch panels located in various areas of the gaming floor and venues. The AMX control system and touch panels for Casino 1, Casino 2, and Casino 3 were installed in 2014 and are end of life. The current AMX system has maximized its capabilities and has been experiencing issues more frequently.

Casino 4 uses a Crestron control system that was installed the beginning of 2019. With having two different control systems, users must be present in Casino 4 to make any audio or video changes. This upgrade includes replacing control panels across the property with QSYS touch panels creating consistency. Users will be able to change all property volumes or video sources as desired from any touch panel, also with QSYS, authorized users will have the option to control audio and video from their iPhone or iPad. The only area that is not included in this upgrade is the Convention Center.

Currently, audio levels across the gaming floor are not consistent. As part of the upgrade, this will be addressed in two parts. The first will be incorporating an ambient auto sensing system. Strategically placed microphones in the ceiling across the property, that will sense the ambient noise. As the ambient noise raises, it will automatically adjust the volume accordingly. And vice versa, as the ambient noise decreases, the volume will decrease. The second thing planned to help with inconsistent levels, will be to eliminate all the individual zone volume controls on the UCI’s to the end users. For example, instead of ten individual volume controls on the UCI for casino 1, there will be only one volume control on the UCI to adjust for casino 1. The zones will be balanced out within QSYS Designer.

1. Project Scope

**A: Current Environment**

The main AMX control processor is located in the MDF along with a 15” touch panel and multiple AMX EXB-IR boxes. There are also multiple other AMX processors and peripherals located in various IDF’s. There are about 40 current AMX/Crestron touch panels across the casino.

The main MDF currently has a QSYS Core 510i and a spare Core 510i. These will be replaced with the QSYS Core 610’s. There are several other QSYS cores around the casino. QSYS amplifiers are already installed, and the casino is utilizing QLAN to connect all peripherals. The current QSYS design file will be given to the contractor awarded this RFP. The programmer must have regular scheduled meetings to discuss the QSYS Design. The contractor will also be given the AV Standards documents for Integration, QSYS Designer and UCI Standards.

**B: Components**

1. **Contractor Provided**

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **MFR** | **MFR P/N** | **QTY** |
| Core 610 | QSYS | Core 610 | 1 |
| Core Nano | QSYS | Core Nano | 1 |
| QIO IR1x4 | QSYS | QIO IR1x4 | 9 |
| QIO ML4i | QSYS | QIO ML4i | 10 |
| TSC-101-G3 | QSYS | TSC-101-G3 | 18 |
| TSC-70-G3 | QSYS | TSC-70-G3 | 18 |
| Scripting License for Core 610 | QSYS | License | 2 |
| UCI Deployment License for Core 610 | QSYS | License | 2 |
| Dante License 64x64 for Core 610 | QSYS | License | 2 |
| UCI Deployment License for Core Nano | QSYS | License | 1 |
| Scripting License for Core Nano | QSYS | License | 1 |
| UCI Deployment License for Core 510i | QSYS | License | 1 |
| Scripting License for Core 510i | QSYS | License | 1 |
| UCI Deployment License for Core 110f | QSYS | License | 1 |
| Shure MX202 Microflex Microphone | Shure | MX202 | 28 |
|  |  |  |  |
| **Spare Equipment** |  |  |  |
| Core 610 | QSYS | Core 610 | 1 |
| QIO IR1x4 | QSYS | QIO IR1x4 | 1 |
| QIO ML4i | QSYS | QIO ML4i | 2 |
| TSC-101-G3 | QSYS | TSC-101-G3 | 2 |
| TSC-70-G3 | QSYS | TSC-70-G3 | 2 |

1. **CNE Provided**

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **MFR** | **MFR P/N** | **QTY** |
| New Cat6 Cable drops to each new touch panel location |  |  |  |
| Custom QSYS Pin Pad Plugin |  |  |  |
| Custom QSYS Fire Alarm Notification Emailer |  |  |  |
| Custom QSYS Lighting Show Controller/Scheduler |  |  |  |
| Network |  |  |  |
|  All electrical requirements |  |  |  |
|  |  |  |  |

1. **Miscellaneous** – Contractor will provide all miscellaneous components to complete the install except the specific items listed in “CNE Provided” section above. This includes, but not limited to, cables, connectors, j-hooks, brackets, custom panels, labels, hardware, cable wraps, etc. Zip ties are not allowed. Cabling above ceiling must be kept off the ceiling, use j-hooks to accommodate this.

**C: Summary of Requirements**

**This project is to upgrade the AV Control systems at Hard Rock Hotel & Casino – Tulsa. The SOW includes upgrading the main QSYS Core in the MDF, removing and replacing AMX & Crestron touch panels around the casino, and adding ambient sensing microphones. Since this is an open 24-hour casino, a solid game plan must be put into play to not disrupt service to the casino guests. When the control switch over happens, down time must be at a minimal. The existing QSYS Designer file will be used and changes to the system will be made using that file.** Contractor must have a complete grasp and understanding of the existing user interfaces and control functionality prior to installing equipment or making any programming changes.

* + QSYS Touch Panel Functionality
		- Audio zone volume control
		- Audio/Video source selection for all end points and zones
		- LED Themed/Architectural Lighting Control
		- Hot Button
			1. Program ability to create a group of endpoints that can be switched to a designated source upon activation of hot button. (Already exists in AMX program. Must create to function the same or make better)
	+ QSYS Touch Panel Design
		- Contractor agrees to consultation meeting with CNE IT/AV prior to panel design to “storyboard” touch panel interfaces for various areas and ensure aesthetics and functionality are acceptable. CNE IT/AV will provide a UCI Standards Document.
	+ QSYS Custom Plug-ins
		- CNE IT/AV will provide any CNE Owned QSYS Plug-in’s to use. These Plug-ins are expected to be used.
	+ QSYS UCI APP
		- Design/Program iPhone, iPad and android mobile interface for control of gaming floor zone volumes.
		- Design/Program iPhone, iPad and android mobile interface for multi-purpose room AV systems.
		- Design/Program iPhone, iPad and android mobile interface for any other AV systems deemed needed.
	+ Q-SYS Designer
		- CNE IT/AV will provide a QSYS Designer Standards Document to follow.
	+ Lighting Control
		- Contractor will be responsible for programming control or recalling presets of architectural lighting.
		- Contractor will be responsible for providing programming/scheduling control of the Madrix Themed Lighting System.
	+ Documentation
		- All written code must be documented (commented) to a function/line level as appropriate.
		- Non-written code shall have comment blocks in design and/or accompanying documentation as needed to describe functions.
	+ Code Review
		- The programmer will perform a thorough code review with CNE IT/AV engineering staff. This includes touch panel designs, Designer layout and functionality.
1. **Task**
2. **Pre-Install** – Contractor will meet with CNE IT/AV to develop a project timeline and a systematic install approach.
3. **Installation** – Contractor will install all necessary components to complete the project. This will include components provided by CNE IT/AV.
	1. Conditions
		1. Due to 24/7 Casino operational hours, project work hours may be late night and/or overnight depending on guest impact of specific tasks. CNE IT/AV will dictate as necessary.
		2. Work schedule will be coordinated with CNE IT/AV.
		3. Contractor is responsible for keeping all work areas clean.
	2. Cabling General - Contractor will install, terminate, and test all cabling needed to complete the project.
	3. Equipment – Contractor is responsible for procuring and installing all components of the video upgrade needed to complete the project. Label all equipment with appropriate names and network information as applicable.
4. **Testing & Commissioning** –
	1. Provide all instruments for testing and demonstrating in the presence of the owner. Check all circuits and wiring to verify they are free of shorts and grounds.
	2. The owner reserves the right to make independent tests of all equipment furnished to determine whether the equipment complies with the requirements specified herein and to accept or reject any or all the equipment based on the results thereby obtained.
	3. Check out and final connections to the system shall be made by a factory-trained technician in the employ of a manufacturer of the products installed. In addition, factory-trained technicians shall demonstrate operation of the complete system and each major component to the owner.
	4. System field wiring diagrams shall be provided to the owner by the system manufacturer prior to completion of the installation.
	5. Upon completion of the installation of the equipment, contractor shall provide to the owner a signed statement from the equipment manufacturer that the system had been tested and functions properly according to the specifications.
5. **Training** –
	1. Contractor shall provide a minimum of 8 hours of on-site training to CNE IT/AV personnel on all system functions.
6. **Statement of Deliverables**

Proposals must provide a complete turn-key solution, including purchase of all products and services contained in the RFP, and the following documentation.

1. **System Operation** must include introduction and overview to system components, their functions, and locations.
2. **System Documentation** must include:
	1. Complete inventory of system components including serial numbers, MAC Address, IP Address, and location (e.g., IDF, equipment rack, etc.) of each.
	2. Cable documentation including cable numbers, functions, originating and terminating location, and signal levels.
	3. All shop drawings correct to reflect as built conditions.
	4. Initial tests and adjustments data.
	5. Final tests and adjustments data.
	6. Thumb drive that includes all utilized manufacturer’s software, editable copies of all software configurations, editable copies of source code in an industry standard format, e.g., AutoCAD; this includes but is not limited to the control panel, and other source code.
3. **Manufacturer’s Documentation** must include:
	1. Manufacturer’s product data
	2. Operating instructions
	3. Installation instructions
	4. Service requirements and information
	5. Schematic diagrams
	6. Replacement parts list
4. **Maintenance Information** must include:
	1. Preventative maintenance schedule clearly stating target dates of six months and end-of warranty preventative maintenance inspections.
	2. Trouble-shooting information, complete with instructions for procedures should equipment fail.
5. **Warranty Information** must include all components and software covered under this RFP and must include, at a minimum, the following:
	1. A warranty period of no less than one year for all components and software covered under this RFP.
	2. Manufacturer’s statement that shows the maintenance support of the proposed equipment for the period after the equipment is installed.
	3. Any proprietary equipment, technology, or software proposed must be clearly identified and the source code of all software developed for this project must be owned by the CNE IT/AV.
	4. All systems delivered must include all tools for upgrading and monitoring the system. All systems provided and installed must be turnkey solutions.
	5. Contractor will not be allowed to substitute system components after award of contract without CNE IT/AV’s written approval.
	6. During performance and upon completion of work on this project, contractor must remove all unused equipment and instruments of services, all excess or unsuitable materials, and trash or debris unless otherwise directed by this RFP. CNE IT/AV will provide an instruction for all unused equipment.
	7. Contractor shall be held responsible for any breakage or loss of CNE IT/AV’s equipment or supplies due to contactor’s negligence or negligence of contractor’s employees or subcontractors while working on his project. Contractor shall be responsible for restoring or replacing any damaged equipment or damage to facility resulting from work performed under this contract. Failure or refusal to restore or replace such damaged property will be considered a breach of the contract.
6. General Information

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for 60 business days following the deadline for its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified. Contact with CNE IT/AV personnel in connection with this RFP may not be made other than as specified in this RFP. Unauthorized direct or indirect contact with any CNE IT/AV personnel may be cause for rejection of a bid.

1. **Submission Requirements**
2. To be considered responsive, a proposal must contain the following, prefaced by a table of contents, referenced by number and in the order below.
3. A brief description of the history and organization of the bidder’s firm, and of any proposed subcontractor.
4. Copies of business licenses, professional certifications, or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in Oklahoma.
5. A description of at least three (3) similar projects completed by the bidder within the past three (3) years. Include personal references with contact information for each. Describe the technical capabilities of the firm. Provide a statement of your firm’s background and experience in performing similar projects for other organizations. Qualifications, background and experience of the project director and other staff proposed to work on the project. Describe the project team structure (including any subcontractors), project monitoring procedures, oversight of work performed, and the organization of the proposed team. List all key personnel assigned to the project by level and name. Provide a resume or similar state of the qualifications of the project manager and/or lead person. Substitution of the project manager and/or lead person will not be permitted without prior written approval of the CNE IT/AV project owner and project engineer.
6. QSYS Programmer’s qualifications: proof of level 2 certification. At least 3 years of QSYS programming experience, including programming for Casino’s and ambient mic sensing references. Programmer must be always onsite during install, turn-up, and commissioning.
7. Lead Installer’s qualifications: proof of Avixa CTS-I certification. At least 5 years of experience leading a crew.
8. List any subcontractors that may be used and specify the work to be performed by each.
9. A general description of the techniques approaches and methods to be used in completing the project and meeting the objectives and satisfying the scope of work to be performed. Provide a detailed implementation plan for migrating from the existing system to the new system with a minimum of down time. Describe your commitment to the project. Describe warranties. Describe commitment to resolving problems that arise after implementation. Describe your commitment to assuring system reliability and guaranteed performance.
10. Provide a detailed implementation schedule and timeline for completing migration from the existing to the new system.
11. A detailed cost proposal, including any travel costs and other expenses. Bidders must submit an Itemized Cost Proposal electronically per instructions below.
12. Equipment List: List all hardware, software, and all associated materials along with the quantity, manufacturer, model, accessories with their price.
13. Labor: List the total number of hours and the hourly billing rate for each member of the project team, including any subcontractors.
14. Programming: List the total number of hours and the hourly billing rate for each member of the project team, including any subcontractors.
15. Travel Costs: List amount of travel costs and basis of estimate to include trip destination, purpose, length, airline fare or mileage expense, per diem costs, lodging and car rental.
16. Other Direct Costs.
17. **Submission Requirements Format Summary**

Proposals should be prepared simply and economically, providing a straightforward and concise description of the Vendor’s ability to meet the requirements of this RFP. Emphasis should be on completeness and clarity of content.

 Deliver electronically with above (email) in native unlocked format as noted below:

 a. Itemized Cost Proposal

 Proposals that fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered. CNE Purchasing & CNE IT/AV, solely in their own discretion, will judge vendors on their overall compliance, and may judge a vendor to be materially compliant, even if that vendor is non-compliant to a particular requirement of the RFP.

 If specific submission components are particularly large and self-contained, they may be included in a separate appendix rather than in the body of the proposal. Submittals should not direct the evaluation team to general brochures, marketing materials or websites to obtain information related to the specific submission requirements; submittals that utilize references to external materials as an answer will be considered non-responsive.

 Submittals should provide straightforward and concise information that fulfill the requirements of the RFP. Emphasis should be placed on brevity, conformity to the instructions, and completeness and clarity of content. Proposals should not include generic promotional materials and graphics that increase page count and PDF file size without addressing substantive content. Hard copy brochures and marketing materials may be included as a supplement if desired.

1. **Rejection of Proposals**

 CNE Purchasing reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement of the RFP, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

 Immaterial deviations may cause a bid to be rejected. CNE Purchasing may or may not waive an immaterial deviation or defect in a proposal. CNE Purchasing’s waiver of an immaterial deviation or defect will in no way modify the RFP or excuse a bidder from full compliance with the RFP requirements.

 Any proposal may be rejected where it is determined to be not competitive, or where the cost is not reasonable.

 Proposals that contain false or misleading statements may be rejected if in the CNE Purchasing’s opinion the information was intended to mislead the purchaser regarding a requirement of the RFP.

1. **Evaluation Process and Highest Scored Bidder**

 An evaluation team will review, in detail, all proposals received to determine the Highest Scored Bidder (“HSB”).

 Following the initial review and screening of the Proposals, using the selection criteria described below, several bidders may be invited to participate in the final selection process, which may include participation in an oral interview and/or submission of any additional information as requested by CNE Purchasing.

 CNE Purchasing reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, technical requirements, the review team's assessment of the quality and performance of the equipment and services proposed, and cost.

 During the evaluation process, CNE Purchasing may require a bidder’s representative to answer questions regarding the proposal and/or require certain bidders to make a formal presentation to the evaluation. CNE Purchasing may also have discussions with those bidders falling within a competitive range, request revised pricing offers from such bidders, and make an award and/or conduct negotiations thereafter.

 This Request for Proposal does not commit CNE Purchasing to awarding a Contract. Bidders shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal evaluation process. CNE Purchasing reserves the right to reject any and all Proposals, to accept the Proposal it considers most favorable in its sole discretion, and to waive minor irregularities. CNE Purchasing further reserves the right to seek new Proposals when such procedure is considered by it to be in the best interest of CNE.

1. The following criteria will be used in reviewing and comparing the proposals and in determining the HSB. The weight to be assigned to each criterion appears following each item.
2. Responsiveness of the proposal to the submission requirements set forth in the RFP (10%).
3. Vendor qualifications (20%).
4. The technical ability, capacity, and flexibility of the bidder to perform the contract in a timely manner and on budget, as verified by, e.g., the quality of any demonstration, client references, demonstrated success in projects with similar requirements (40%).
5. The total cost of the proposal. If the proposal contains per piece pricing, itemized labor & programming rates (30%).
6. If a large number of proposals are received, CNE Purchasing reserves the right to review the proposals using a tiered evaluation system. All qualified proposals will be evaluated based on the Submission Requirements and Cost, with the top candidates advancing as finalists and receiving a full evaluation as outlined above.
7. **Award and Execution of Contract**

 Subject to CNE Purchasing’s right to reject any or all proposals, the HSB will be awarded the contract. Upon selection, CNE and the selected Vendor will enter into good faith negotiations on a contract containing, without limitation, the Statement of Work and Contracting Requirements sections below.

 No contract or agreement, express or implied, shall exist or be binding on CNE before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by CNE in its sole discretion, then CNE may enter negotiations and sign a contract with any other bidder who submitted timely and responsive proposals to this RFP.

 If, after CNE and the HSB agree to terms and execute a contract, that contract is terminated for any reason, CNE may, in its sole discretion, either enter negotiations with the next highest scored bidder or issue a new RFP and begin the proposal process anew.

 Questions regarding CNE’s award of any business on the basis of proposals submitted in response to the RFP, or on any other matter in connection with the selection process, should be addressed in writing to Carla Davies, CNE Procurement Buyer at Carla.davies@cnent.com.

1. **Errors in the RFP**

 If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder should immediately provide CNE Purchasing with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, CNE Purchasing may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all potential bidders to whom the RFP was sent.

 If prior to the date fixed for submissions, a bidder knows of or should have known of an error in the RFP but fails to notify CNE Purchasing of the error, the bidder shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

1. **Questions Regarding the RFP**

 Questions regarding the RFP may be addressed in writing to Carla Davies at carla.davies@cnent.com. All questions must be submitted no later than 7 days prior to the date for submission of proposals. Questions and answers regarding the RFP may be shared with all bidders known to be interested in submitting a proposal.

 If a question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the bidder may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the bidder must submit a statement explaining why the question is sensitive. If CNE Purchasing concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If CNE Purchasing does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the bidder will be notified.

 A bidder, who believes that one or more of the RFP’s requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must set forth the recommended change and reason for proposing the change. CNE Purchasing must receive any such request no later than 5 days before the deadline for submitting proposals.

Key Requirements

* QSYS Programmer must be always onsite during install, turn-up, and commissioning.
* CTS-I certification is required for the Lead Installer or Project Manager running the job and that person must be onsite during install, turn-up, and commissioning.
* Contractor must keep TERO up to date on weekly basis.
* Must follow Avixa standards.
* An End of Day Update, via email, must be submitted daily to the CNE IT/AV Team.
* Contractor has all necessary software tools to accomplish tasks associated with the project.
* Contractor understands and agrees to late night and/or overnight working hours if needed.
* No substitutions allowed unless owner permission is provided in writing.
* Payment to contractor shall not be authorized until all deliverables are met.
* Bid must include these two items:
	1. TERO Fee – ½ of 1% of total project cost.
	2. Non-native worker fee -- $25 per day, per non-native worker.

**SECTION IV**

**CONFIDENTIALITY AND BUSINESS RELATIONSHIP/NON-COLLUSION REPRESENTATIONS**

In connection with discussions and/or negotiations between the responding entity (“Bidder”) and the applicable Cherokee Nation entity (“Company”) (individually “Party” or collectively “Parties”) regarding

**PROJECT NAME: Control system Upgrade**

**RFP NUMBER:**

Each Party agrees that any written information, drawings or data disclosed by the other Party as well as all information becoming known to either Party concerning the other Party’s inventions, discoveries, improvements, methods, business plans, ventures, practices, enterprises, or operation, or any other information affecting the business operations of the other Party shall be deemed to be confidential and proprietary information owned by such Party, and shall be protected by the receiving Party in the same manner and with the same degree of care the receiving Party treats its own confidential or proprietary information (“Confidential Information”). The receiving Party agrees to and shall be fully responsible for all Confidential Information of the disclosing Party in the receiving Party's possession and the receiving Party shall promptly upon demand, return all such Confidential Information and reproductions therefrom to the disclosing Party or destroy the Confidential Information and certify such destruction to the disclosing Party. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed Confidential Information.

Confidential Information shall not be disclosed, except to the extent required by law, to any third person or entity without the prior written consent of the disclosing Party other than to those directors, officers, employees, affiliates, agents or consultants with a need to know the Confidential Information in connection with the project referenced above. Except as permitted in the previous sentence, prior to disclosure to any such third person or entity, such third person or entity must have agreed in writing to treat the Confidential Information as confidential in the same manner as required of the receiving Party. The Parties shall use the Confidential Information only in connection with continuing discussions by the Parties concerning the Project, except as may otherwise be mutually agreed upon in writing.

Confidential Information shall be treated in the manner specified above until such time as such Confidential Information: (i) is otherwise available in the public domain; (ii) is established to have been lawfully known by the receiving Party prior to receipt of such Confidential Information from the disclosing Party or becomes known by the receiving Party through a third party not subject to the non-disclosure requirements of this Agreement; (iii) is developed by or on behalf of the receiving Party independent of any Confidential Information furnished by the disclosing Party under this Agreement or (iv) is required to be released by a valid law, regulation or court order, and sufficient notice is given by the receiving Party to the disclosing Party of any such requirement or request to permit the disclosing Party to seek an appropriate protective order or exemption from such requirement or request.

The receiving Party acknowledges that in the event of an unauthorized disclosure, the damages incurred by the disclosing Party may be difficult if not impossible to ascertain, and that the Disclosing Party may seek injunctive relief as well as monetary damages from the receiving Party. Neither the disclosure of Confidential Information, nor the ongoing discussions and correspondence between the receiving Party and the disclosing Party, shall constitute or imply a commitment or binding obligation between the parties or their respective affiliated companies.

Neither Party shall be: (a) responsible or liable for any business decisions made or inferences drawn by the other Party in reliance on this Agreement or in reliance on actions taken or disclosures made pursuant to this Agreement; or (b) liable to or through the other Party for amounts representing loss of profits, loss of business, or special, indirect, consequential, or punitive damages.

This Agreement shall be binding upon Company with regard to the Project as if executed by Company and shall become effective upon signature by Bidder (“Effective Date”). The Agreement shall continue in force until terminated by either Party, notice is provided by Company that Bidder was not the winning bidder, or until superseded by a subsequent non-disclosure or definitive agreement containing confidentiality provisions. The obligations of the parties shall survive and continue beyond the expiration or termination of the Agreement for a period of two (2) years with regard to Confidential Information.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY OR PRESENTED IN THE BID PROPOSAL DOCUMENTATION, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER WITH RESPECT TO ANY INFORMATION DISCLOSED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT.

The Parties acknowledge that this Agreement does not restrict the ability either to engage in their respective businesses nor does it limit either Party's use or application of any information or knowledge acquired independently of the other without a breach of this Agreement in the course of such Party's business.

The Parties agree that this document may be electronically signed and that signatures appearing on this document are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONFIDENTIALITY AND BUSINESS RELATIONSHIP/NON-COLLUSION REPRESENTATIONS**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Bidder name) represents and warrants 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 Company or other party to the services provided under the Agreement is as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Bidder name) represents and warrants 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:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Bidder name) represents and warrants that any family/relative relationships present between any officer, director or agent of Bidder and any officer, director, manager or member of the Board of Directors of Company other party to the Agreement is as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Bidder name) represents and warrants states that the names of all persons having any such family/relative relationships and the positions they hold with their respective companies or firms are as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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If none of the business relationships hereinabove mentioned exist, Representative should so state below

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONFIDENTIALITY AND BUSINESS RELATIONSHIP/NON-COLLUSION REPRESENTATIONS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Bidder name) represents and warrants that (s)he is the agent authorized by the bidder to submit the attached bid. Representative further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any employee of Company or any affiliate or wholly-owned entity of Company as to quantity, quality or price in the prospective definitive Agreement, or any other terms of said prospective definitive Agreement; or in any discussions between bidders and any official of Company or any affiliate or wholly-owned entity of Company concerning the exchange of money or other things of value for special consideration in the letting of a definitive Agreement.

 SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION V**

**BOND AND INSURANCE REQUIREMENTS**

**Minimum Insurance for Bidding:** Bidder shall provide with its bid, certificates of insurance on an ACORD 25 or 25S form evidencing all available coverages, however, to be considered an acceptable bid the following minimum coverages and limits and any additional insurance requirements specified in the Statement of Work must be evidence on the submitted certificates of insurance. The limits set forth below are minimum limits. Additional limits or policies may be required per the terms and conditions of the Contract Agreement.

(A) Worker's Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, whether or not Contractor is required by such laws to maintain such insurance, and Employer's Liability with limits of $1,000,000 each accident, $500,000 disease each employee, and $500,000 disease policy limit.

(B) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of $1,000,000 each occurrence, and annual aggregates of $2,000,000, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and when applicable the explosion, collapse and underground exclusion will be deleted.

(C) Automobile Liability insurance with a combined single limit of $1,000,000 each occurrence for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles. In each of the above described policies, Contractor agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against Company its parent, subsidiary, or affiliated companies.

(D) Pollution Liability insurance in the amount of $1,000,000 each incident and annual aggregate of $2,000,000 (only applicable for bidding if required per the Statement of Work). Upon award of the bid Company may require this coverage per the Contract Agreement if such coverage is merited per the scope of the Work to be performed and the minimum limits quoted may be adjusted accordingly.

(E) Professional Liability insurance with limits of not less than $2,000,000 for each claim and an annual aggregate of not less than $2,000,000 (only applicable for bidding if required per the Statement of Work). Upon award of the bid Company may require this coverage per the applicable Contract Agreement or Service Agreement if such coverage is merited per the scope of the Work to be performed. The limits for professional liability insurance may be adjusted depending on complexity and size of the project and the scope of services to be provided. Any adjustments to these limits will be identified in the applicable terms and conditions of the Contract Agreement or Service Agreement.

**Additional Insurance Requirements upon Award of Bid:**

1. At a minimum the following will be required for Commercial or Comprehensive General Liability and Automobile Liability policies (Company may identify additional policies that are subject to this requirement and such additional policies and requirements will be made a part of the terms and conditions of the Contract Agreement):
* Company its parent, subsidiary and affiliated companies will be named as additional insured.
* The policies shall include the following “other insurance” amendment: “This insurance is primary insurance with respect to Company its parent, subsidiary and affiliated companies, and any other insurance maintained by Company its parent, subsidiary or affiliated companies is excess and not contributory with this insurance.”

Waiver of Subrogation: In each of the policies required per the Contract Agreement, bidder agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against Company, its parent, subsidiary, or affiliated companies.

At least five (5) days prior to the commencement of the Work, Contractor shall deliver to Company certificates of insurance on an ACORD 25 or 25S form evidencing the existence of the insurance coverage required per the Contract Agreement. In the event coverage is denied or reimbursement of a properly presented claim is disputed by the carrier for insurance provided in subsections (A) through (E) above, Contractor shall, upon written request, provide Company with a certified copy of the involved insurance policy or policies within ten (10) business days of receipt of such request.

**Bid Bond and Performance, Payment and Maintenance Bonds:**

1. Bid Bond. If required per the Statement of Work, a Bid Bond may be required as proof of the bidder’s ability to bond the Work. If awarded the Work, Performance, Payment and Maintenance Bonds may be required as indicated below.
2. Performance and Payment Bond. If required per the Statement of Work or Contract Agreement, the successful bidder shall obtain and provide to Company a Payment and Performance bond covering discharge of the successful bidder’s obligations. This insurance guarantee shall represent one hundred percent (100%) of the total contract award (including any and all subsequent additions and deletions to the contract award due to changes in the scope of the work). Said bond shall be issued in a form acceptable to Company covering the obligations of the successful bidder under the Contract Agreement. Company may, at its election, terminate the Contract Agreement if the required bond is not obtained within such time as Company will deem reasonable (in no event later than commencement of the Work). This insurance guarantee shall remain in full force until final acceptance of successful bidder’s work.

Any increase in the Contract amount shall automatically result in a corresponding increase in the Bond's penal amount without notice to or consent from Surety, such notice and consent being hereby waived. Decreases in the Contract amount shall not, however, reduce the Bond's penal amount unless specifically provided in said Change Order.

The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

1. Maintenance Bond. If required per the Statement of Work or Contract Agreement, the successful bidder may be required to obtain and provide to Company a Maintenance Bond guaranteeing Company, that the bidder will solve all maintenance issues during the specified maintenance period, which is usually one (1) year from final acceptance of successful bidder’s work. The maintenance period could be longer depending upon the terms of the Contract
2. Agreement.

Additional bonding requirements may be identified by Company in the Statement of Work or Contract Agreement.