



**REQUEST FOR PROPOSAL (RFP)
RFP CNADSCL230802-0000 for**

SOLITICITATION # ND-23-08

You are invited to submit a proposal in accordance with the requirements of the following Request for Proposal (RFP).

Proposals must be received by Cherokee Nation Aerospace & Defense LLC (CNAD) no later than the Due Date and Time stated in the table below. RFP responses should include all requested information. This information will be held in confidence and will not be made available to other vendors. Likewise, the vendor agrees to hold in confidence any and all information included in this RFP and will not disclose to a third party any part of this RFP, except as necessary to generate a response to this RFP. CNAD reserves the right to reject all responses. The vendor is responsible for all costs they incur in preparing their response to this RFP.

Issue Date:	August 2, 2023
Due Date and Time:	August 18, 2023, 1PM Central Time
Point(s) of Contact:	Cherokee Federal Procurement <ul style="list-style-type: none">• Sarah Lasater<ul style="list-style-type: none">◦ sarah.lasater@cherokee-federal.com CNAD Facilities & Maintenance & On-Site Point of Contact for Mandatory On-Site Bidder's Pre-Bid Meeting <ul style="list-style-type: none">• Ryan Bennett• (918) 207-3668• ryan.bennett@cn-bus.com
Submission:	<ul style="list-style-type: none">• Vendors may submit their RFP responses via e-mail with the subject title of "ND-23-08" to the following email address: sarah.lasater@cherokee-federal.com
Award Criteria:	RFP will be awarded to the vendor(s) whose proposals provide the best value.

General Instructions

Services Required:

CNAD desires to have two office locations built within the facility located at 2777 Hwy 69-A, Pryor, OK 74361. This is also the address where the **Mandatory** On-Site Bidder's Pre-Bid Meeting will be held on Thursday, August 10, 2023 at 10:00am.

Types of Services:

- Firm Fixed Price

Scope of Work:

- See RFP Attachment No. 1

Response Format and Content:

- 1. Technical Proposal**
 - a. Confirmation of materials quoted meet drawing requirements.
- 2. Staffing**
 - a. Will require citizens of the United States only due to ITAR restricted materials within facility.
- 3. Past Performance**
 - a. Please provide at least three (3) references for similar type work.

4. **Pricing** - Provide the following pricing information:
 - a. Itemized material cost
 - b. Itemized labor cost
 - c. Itemized travel or mobilization costs

- **Tax:** Unless otherwise specified, Subcontractor shall be responsible to include within their proposed rates all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government that is directly attributable to the work being performed. Subcontractor shall pay these taxes, duties, tariffs, and fees for the Work provided by the Subcontractor which are legally enacted when bids are received or negotiations concluded, whether or not they are effective or merely scheduled to go into effect.

- **Cover Letter:** Your response shall be accompanied by a letter of transmittal prepared on your company letterhead and signed by an individual authorized to commit the company. The cover letter shall commit vendor to complying with all requirements contained or referenced herein and identify the following:
 - CNAD RFP number CNADSCL230802-0000
 - The name, address, and telephone number of your company
 - Names, titles, telephone and facsimile numbers, and email addresses of persons authorized to negotiate on your company's behalf
 - Name, title, and signature of the person authorized to commit the company

- To receive preference, bidder must be TERO certified through the Cherokee Nation Tribal Employment Rights Office, proof of certification must accompany response

- Your response shall be valid for sixty (60) days after date of submission.

- **Basis for Award:** CNAD anticipates the award of a Subcontract under this RFP. However, CNAD reserves the right to:
 - Reject any or all proposals received in response to this solicitation;
 - Waive any informalities and minor irregularities in proposals received;
 - Negotiate separately with any Offeror;
 - Cancel this solicitation in its entirety;
 - Make an award without discussions

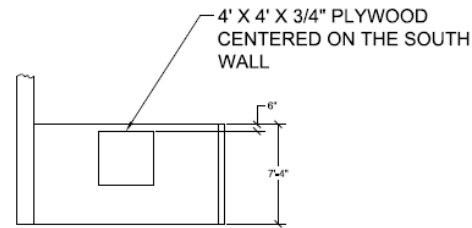
- **Addenda:** The right is reserved, at CNAD's discretion, to revise or amend any of the documents contained herein. An addendum, or addenda, to this RFP, if any, will announce such revisions and amendments. Copies of such addenda will be furnished to prospective Offerors. If revisions and amendments require material changes in quantities or prices, or both, the due date set for quotation opening may be extended, at the sole discretion of CNAD. As required, such addendum will include an announcement of the revised due date for receiving proposals. (Addenda may be in the form of an e-mail, fax or a formal RFP Amendment at CNAD's discretion)

This RFP does not constitute a commitment to a Subcontract Agreement.

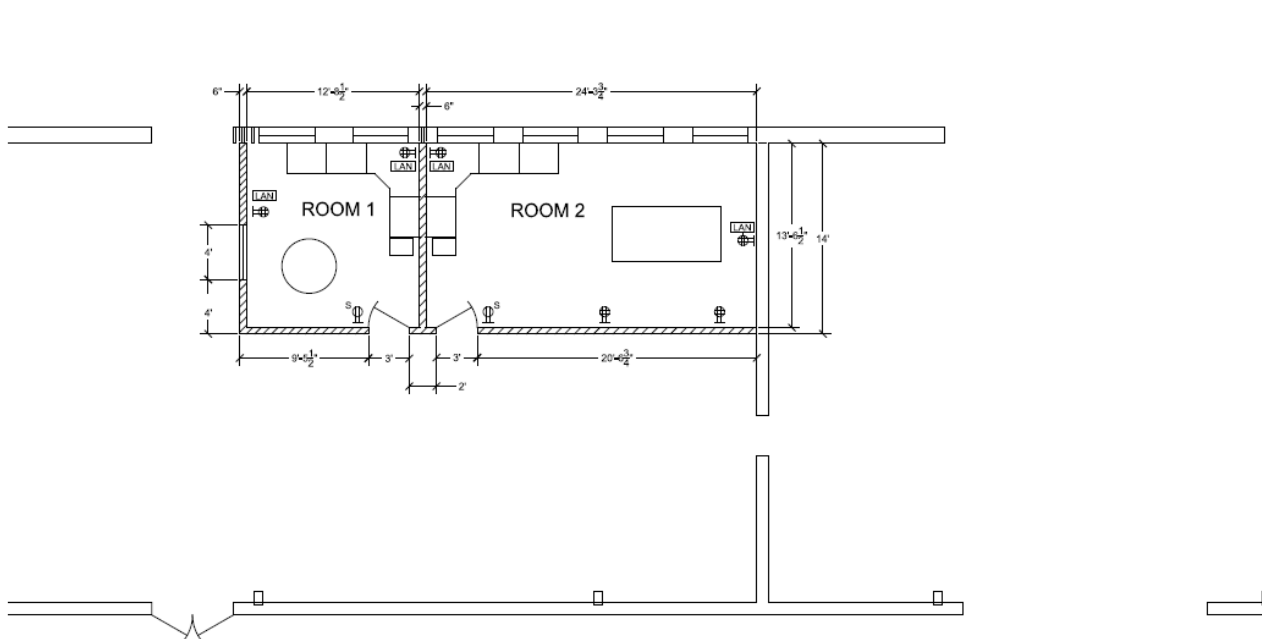
Attachments to this RFP are listed as follows:

- a. **RFP Attachment No. 1** – Office layout and configuration drawing
- b. **RFP Attachment No. 2** – Terms & Conditions – Services – Version: 06.28.2022


RFP Attachment No. 1



SOUTH WALL OF ROOM 2 ELEVATION



NOTES:

1. CROSSHATCHED  AREA REPRESENTS NEW WALLS. WALL HEIGHT SHALL BE 7'-4" AND NO CEILING REQUIRED.
2. EACH OFFICE SHALL HAVE METAL STUDDING, 29 GAUGE RIBBED PANELS OR SHEETROCK (INTERIOR AND EXTERIOR), METAL RESIDENTIAL 3' DOORS WITH WOOD JAMBS AND KEYLESS ENTRY DOOR KNOBS.
3. OFFICE 2 SHALL HAVE A 48" X 48" X 3/4" THICK PLYWOOD PANEL PLACED IN SIDE OF THE EXISTING SOUTH WALL OF OFFICE
4. 48" X 48" WINDOW SHALL BE INSTALLED ON THE NORTH WALL OF OFFICE 1. CHEROKEE WILL BE FURNISHING THE WINDOW.
5. CHEROKEE FACILITY GROUP WILL BE INSTALLING THE CONDUIT RUN'S FOR ELECTRICAL DROPS AND NETWORK. FACILITIES TWO DAYS PRIOR TO INSTALLING THE WALL PANELS,
6. WINDOWS ON EAST WALL ARE EXISTING. NO INSTALLATION REQUIRED.
7. HEIGHT OF WALLS SHALL BE 7'-4" AS SHOWN IN ELEVATION.
8. NORTH WINDOW SHALL BE AT THE HEIGHT OF THE EAST EXISTING WINDOWS.

RFP Attachment No. 2

Terms & Conditions Services

1. Parties. For the purposes of this order (“Order”), Buyer shall refer to the party identified under “Bill To” and Seller shall refer to the party identified under “Order To.”

2. Acceptance. This Order is subject to immediate acceptance. Until so accepted, Buyer reserves the right to cancel without incurring any liability whatsoever. Acceptance of this Order by Seller will be by either (a) a signed written acceptance, or (b) any performance by the Seller.

3. Entire Agreement. This Order as executed by Buyer constitutes the entire agreement between the parties. If the parties have previously entered into a valid written subcontract which is currently in effect covering the items described in this Order, or are otherwise subject to separate terms and conditions as a result of a subcontracting relationship (“Subcontract”), then the written contract or terms and conditions of the Subcontract shall control and supersede any terms or conditions herein that are in conflict with such subcontract, but all other terms and conditions of this Order shall remain in effect.

Buyer hereby objects to and rejects any inconsistent terms contained in any acknowledgement, invoice or other communication from Seller and the parties agree that such inconsistent terms shall not be part of this Order. Buyer’s acceptance, payment or any similar act shall not be deemed as agreement to Seller’s inconsistent terms. Seller and Buyer agree that this Order shall supersede all prior or contemporaneous understandings, agreements (other than a Subcontract), negotiations, representations and warranties, and communications, both written and oral, between the parties with respect to the subject matter of this Order. This Order expressly limits Seller’s acceptance to the terms of this Order, which shall prevail over any terms or conditions contained in any other document (other than a Subcontract), and expressly exclude any of Seller’s general terms and conditions of sale or any other document issued by Seller in connection with this Order.

4. Changes. This Order can only be modified by a written instrument duly executed by an authorized representative of the Buyer (“Change Order”). Buyer reserves the right to issue a Change Order to modify the descriptions as to the Services (hereinafter defined), scheduled performance dates, and other obligations. Seller shall notify Buyer of any proposed changes to the Services covered by this Order, including but not limited to changes to the scheduled performance dates and/or processes, and obtain prior written approval before the implementation of such change. Any difference in price or time for performance resulting from such changes shall be equitably adjusted at the time of such change, and this Order shall be modified by the issuance of a Change Order accordingly. In the event that Seller and Buyer cannot agree on the amount of any time or price adjustment, Seller shall continue with performance as directed by Buyer, pending

the resolution of any such dispute pursuant to Section 22 herein.

5. Section Modification Required by Buyer’s Customer. Seller agrees to incorporate any revised section or additional section to this Order by the issuance of a Change Order as Buyer may reasonably deem necessary to enable Buyer to comply with the provisions of the higher-tier contract with any of Buyer’s clients or customers, which originated the need for executing this Order and any modifications thereto. If any such revised section or additional section causes any increase or decrease in the cost of or time required for performance of this Order, an equitable adjustment shall be made in accordance with the procedures of Section 4 hereof.

6. Services. Seller shall provide the services as identified in this Order (“Services”) to Buyer in accordance with these terms and conditions.

7. Time is of the Essence. Time is of the essence with respect to Seller’s obligations hereunder. Prompt and timely performance of all such obligations, including all performance dates, timetables, project milestones, and other requirements in this Order is strictly required.

8. Obligations. Seller shall, at all times during the term of this Order, maintain all licenses and certifications necessary to comply with relevant laws and regulations applicable to provision of the Services.

Seller shall also ensure that any employee or agent acting on behalf of Seller in performing the Services is properly licensed, certified, or accredited as required by applicable law, and are suitably skilled, experienced, and qualified to perform the Services. In consideration for the satisfactory provision of the Services by Seller, Buyer agrees to pay the fees set forth in this Order.

9. Representations and Warranties. Seller represents and warrants to Buyer that (a) Seller shall perform the Services using personnel of the required skill, experience, and qualifications in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet Seller’s obligations under this Order; (b) Seller is in compliance with, and shall perform the Services in compliance with, all applicable laws; (c) Buyer will receive good and valid title to all deliverables, free and clear of all encumbrances and liens of any kind; and (d) the provision of the Services by Seller will not infringe any intellectual property right of any third party.

10. Warranties Cumulative. The warranties set forth in Section 9 are cumulative and in addition to any other warranty provided by law or equity. These warranties survive any inspection, test, acceptance of, use or payment for the Services by Buyer. Any applicable statute of limitations runs from the

date of Buyer's discovery of the noncompliance of the Services with the foregoing warranties.

11. Buyer's Property, Tooling, and Other Articles for the Provision of Services. Unless otherwise specified in this Order, all tooling and all other articles required for the performance of the Services shall be furnished by Seller and shall be properly maintained and replaced when necessary at Seller's expense.

If Buyer agrees to pay Seller for such tooling and other articles, or any other property, either separately or as a stated part of the price of the Services, title to same shall pass to Buyer upon (a) commencement of processing for use in performance of this Order, or (b) Buyer's payment therefor, whichever occurs first.

Title to any property furnished by Buyer to Seller that Buyer already held title to shall remain with Buyer. Any such tooling, other articles, or other property shall be used only in the performance of this Order unless otherwise provided in writing by Buyer.

Seller agrees to follow normal industrial practice in the preparation and maintenance of pertinent property control records and shall make such records available for inspection by Buyer at all reasonable times. Seller shall store, protect, preserve, repair, and maintain such property in accordance with sound industrial practice, all at Seller's expense. In the event that Buyer's property becomes lost or damaged to any extent for any cause while in Seller's possession, Seller agrees to replace or repair such property, at Seller's expense, in accordance with Buyer's request.

After completion or termination of this Order and upon the request of Buyer, Seller shall furnish a list of such Buyer's property in the form requested by Buyer and shall make such property available for disposition by Buyer. Seller shall reimburse Buyer for any materials not returned promptly when requested by Buyer. Buyer may, at its sole discretion and by written notice, divest itself of title in favor of Seller.

12. Invoicing Instructions. Itemized invoices shall be emailed or mailed to Buyer at the address noted in this Order. All invoices must reference the Order number. Unless otherwise stated in the Order, Seller shall not invoice Buyer until after the provision of the Services.

13. Payment Terms. Unless otherwise stated in this Order, Buyer shall pay each invoice submitted by Seller that complies with the requirements of this Order and applicable laws as follows: (i) for services under a government contract, within ten (10) business days after Buyer receives payment from Buyer's client or customer, which originated the need for executing this Order, for the corresponding invoice; and (ii) for all other services, 1%/10 net 45. For the purposes of this Order, "1%/10 net 45" means a one (1) percent discount if paid within ten (10) days, otherwise payment will be due within forty-five (45) days, after the latter of the submission of an invoice by Seller that complies with the requirements of this Order and applicable laws or delivery date.

14. Taxes. Seller's prices shall be exclusive of any federal, state, or local sales, use, or excise taxes levied upon, or measured by, the sale, the sales price, or use of Services required in the performance of this Order. Seller shall list separately on its invoice (or voucher) any such tax lawfully applicable to any such goods, and payable by Buyer, with respect to which Buyer does not furnish to Seller lawful evidence of exemption. Seller shall comply with any reasonable request by Buyer regarding payments under protest, and regarding any refunds, claims, litigation, or proceedings with respect to any such taxes and shall make appropriate adjustments to afford Buyer the benefit of any refund or reduction in such taxes.

15. Insurance. Seller may not commence work (including on-site performance of the Services) until certificates of insurance are submitted to Buyer in a form acceptable to Buyer. By acknowledgement or commencement of work, Seller accepts Buyer's standard terms and conditions relating to insurance, which are attached to this Order as Attachment A and terms are specifically incorporated herein. Based upon the Order, additional coverages or increase of limits could be required. Any additional coverages or increase of limits required will be specified in this Order

16. Stop-Work Order. The Buyer may, at any time, by written order to the Seller, require the Seller to stop all, or any part of the Services ("Stop-Work Order") for a period of up to 90 days after the Stop-Work Order is delivered to the Seller, and for any further period to which the parties may agree. The Stop-Work Order shall be specifically identified as such issued under this Section. Upon receipt of the Stop-Work Order, the Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by this Order during the period of work stoppage. At the expiration of the Stop Work Order period, or within any extension of that period to which the parties shall have agreed, the Buyer shall either (a) cancel the Stop-Work Order, or (b) terminate the work covered by the Stop-Work Order.

17. Force Majeure. Strikes, fire, accidents or other causes beyond the reasonable control of Buyer, which shall affect Buyer's ability to receive the Services, shall constitute valid ground for suspension or cancellation of the Services without penalty to Buyer. Buyer shall notify Seller by email or letter. Buyer will not exercise the cancellation right without reimbursement to Seller for expenditures actually made for labor and materials specifically for this Order.

18. Termination for Convenience. Buyer may at any time terminate this Order in whole or in part for its convenience upon written notice to Seller. In the event of termination under this Section, Seller shall be entitled to reasonable termination charges consisting of a percentage of the Order price reflecting the percentage of the work performed prior to termination, plus any reasonably incurred settlement expenses. In no event shall Buyer's obligation under this Section exceed the Order value of the Services

terminated. In such case, after making the corresponding payment, Buyer shall have the right, but not the obligation, to take title to the progress made by Seller in relation to the Services as of the date of termination.

19. Failure of Seller to Perform. If Seller fails in any respect to comply herewith or with any other contracts then existing with Buyer, Buyer may, at its option, to this Order or any such other contract pending compliance by Seller, (a) defer further use of Services, or (b) terminate in accordance with Section 21, in whole or in part, without incurring any liability whatsoever. Buyer's rights pursuant to this provision shall be in addition to any and all other legal or equitable remedies available to it.

20. Insolvency. For the purposes of this Order, Seller shall be deemed to be "Insolvent" in the following situations: (a) if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not and whether insolvent within the meaning of the Federal Bankruptcy Act or any other applicable law or not; (b) the filing of a voluntary petition to have Seller declared bankrupt, provided the bankruptcy court approves such termination, to the extent required by the bankruptcy court; (c) the appointment of a receiver or trustee for Seller; or (d) the execution by Seller of an assignment for the benefit of creditors. In the event that Seller becomes Insolvent, Seller agrees to immediately notify Buyer in writing.

21. Termination for Default. Buyer may terminate the Order in whole or in part for default and without incurring any liability whatsoever, in the event of the occurrence of any of the following: (1) Insolvency of the Seller; or (2) Failure of Seller per the terms of this Order to (a) perform the Services within the time specified in this Order and any authorized extension, (b) make progress so as to endanger the performance of the Order, or (c) perform to any other substantive or material provisions of this Order. In the event of a termination for default under (2) of this Section, Buyer may procure or otherwise obtain, upon such terms and in such manner as Buyer may deem appropriate, Services similar to those terminated, and Seller shall be liable to Buyer for any excess costs of such similar Services. The Seller shall diligently proceed with performance of any portion of the work not terminated as per the provisions of this Order. If, after a termination for default under this Section, it is determined that Seller was not in default, the termination will be deemed for Buyer's convenience and the rights and obligations of the parties will be set forth in Section 18.

22. Disputes. The parties shall attempt in good faith to resolve any disputes arising out of or relating to this Order by negotiation between individuals who have authority to settle the controversy. In the event of any dispute arising out of or relating to this Order that cannot be settled by mutual agreement after negotiating in good faith for thirty (30) days, then Buyer shall issue a decision with respect to such dispute which shall be final, conclusive, and binding on both parties.

23. Governing Law. The rights and obligations of the parties to this Order shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, without regard to its choice of law provisions.

THE PROVISIONS AND APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS ARE EXPRESSLY EXCLUDED BY THE PARTIES.

24. Attorney's Fees. In any legal action initiated by Buyer or Seller relating to this Order, Buyer, if it prevails in such action, shall be entitled to recovery of all its costs incurred in such legal proceeding, including reasonable legal fees, expenses, court costs, and witness, expert and consulting fees.

25. LIMITATION OF LIABILITY. IN NO EVENT SHALL BUYER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR LOSS OF ANTICIPATED PROFITS SUSTAINED BY SELLER, ITS SUBCONTRACTORS OR ANY RELATED THIRD PARTY REGARDLESS OF THE FORESEEABILITY OF SUCH DAMAGES AND THE LEGAL THEORY APPLICABLE TO THE SPECIFIC SITUATION.

26. INDEMNITY. SELLER SHALL DEFEND, INDEMNIFY, AND HOLD BUYER, AND BUYER'S AFFILIATES, SUBSIDIARIES, SUCCESSORS, AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, SUITS, JUDGMENTS, FINES, PENALTIES, OR ANY OTHER LOSS INCLUDING COSTS, EXPENSES AND ATTORNEYS' FEES ARISING OUT OF OR OCCURRING IN CONNECTION WITH SELLER'S BREACH OF THE TERMS AND CONDITIONS OF THIS ORDER, SELLER'S BREACH OF ANY WARRANTY MADE IN THIS ORDER, SELLER'S INFRINGEMENT OR VIOLATION OF THE RIGHT OF ANY PERSON, SUCH AS UNDER ANY PATENT, TRADEMARK OR COPYRIGHT LAWS, AND/OR SELLER'S NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS ARISING OUT OF OR RELATING IN ANY WAY TO THIS ORDER. ALL INDEMNIFICATION OBLIGATIONS OF SELLER SHALL EXTEND TO THE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OF THE BUYER AND SHALL CONTINUE NOTWITHSTANDING COMPLETION, ACCEPTANCE OR PAYMENT RELATING TO THIS ORDER.

27. Intellectual Property. For the purposes of this Order, "Intellectual Property" shall include but will not be limited to all ideas, discoveries, concepts, trademarks registered or not, all the inventions (patented or not), industrial designs, utility models, commercial names, such as all type of patrimonial rights of works and creations protected under the applicable laws regarding copyrights and other forms of intellectual property or industrial property recognized or that may be recognized by the applicable laws.

Nothing in this Order is intended to confer on the Seller any rights (of ownership, use, transfer or otherwise) on the Intellectual Property rights of the Buyer. The Seller assumes the obligation not to use, commercialize, distribute, assign, donate, or in any other way dispose of any Intellectual Property owned by the Buyer. All Intellectual Property rights created or generated as a result of the performance of the parties' obligations in this Order shall solely belong in full ownership to the owner of the Intellectual Property rights that such new rights derive from. If there are reasonable doubts on the source of the new Intellectual Property rights, the parties agree that such rights will belong to the Buyer.

SELLER AGREES, AT ITS OWN EXPENSE, TO DEFEND ANY SUIT OR ACTION AGAINST BUYER OR AGAINST THOSE USING THE SERVICES FOR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT (INCLUDING BUT NOT LIMITED TO PATENTS OR INVENTION RIGHTS) ARISING FROM THE USE OF THE SERVICES, AND TO INDEMNIFY AND SAVE BUYER HARMLESS FROM ANY DAMAGES, LIABILITIES, CLAIMS, LOSSES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) PAID OR INCURRED BY BUYER IN CONNECTION WITH ANY SUCH SUIT OR ACTION, WHETHER AGAINST BUYER OR AGAINST THOSE USING THE SERVICES.

28. Assignability. Neither this Order nor any right or duty pursuant to this Order shall be assignable or delegable in whole or in part by Seller or by operation of law, without the prior written consent of the Buyer. Any such purported assignment without such consent shall be void. Buyer shall have the right to assign the rights or delegate the duties arising from this Order to any third party without the approval of the Seller, by providing written notice of the corresponding assignment or delegation to Seller.

29. Waivers. Waiver by either party of any default hereunder by the other party shall not be deemed waiver of any subsequent default.

30. Confidential Information. Seller shall treat all information Buyer furnishes as a result or regarding this Order as confidential, included but not limited to drawings, materials, records, data, personnel information, policies, procedures, models, analyses, processes, interpretations, commercial, contractual and financial information. Seller will take care to protect such confidential information, shall not disclose the information to any third parties, and shall return the information to Buyer or destroy the information as directed and requested by Buyer. Seller shall only use the confidential information to the extent necessary to comply with its obligations under this Order.

31. Conflict of Interest. Seller will not use any funds received under this Order for illegal or otherwise improper purposes related to the purchase commitment. Seller will not pay any commissions, fees or rebates to any employee of the Buyer, nor favor any employee of the Buyer with gifts or entertainment of significant cost or value. If the Buyer has

reasonable cause to believe that one of the above provisions has been violated, the Buyer, or its representative, may audit the records of the Seller for the sole purpose of establishing compliance with such provisions.

32. Import and Export and Domestic Preference Compliance. Seller shall comply with all applicable import and export laws and regulations of the United States and all other countries involved in the transactions contemplated by this Order, including but not limited to the following: Arms Export Control Act (22 U.S.C. § 2751 et seq.); International Traffic in Arms Regulations (22 C.F.R. §§ 120-130); Export Administration Act (50 U.S.C. § 2401 et seq.); Export Administration Regulations (15 C.F.R. §§ 768-799); Buy American Act (41 U.S.C. §§ 8301-8305); and their successor and supplemental laws and regulations. Seller represents and warrants that it is either (a) a U.S. Person as that term is defined under such applicable laws and regulations, or (b) has disclosed to Buyer in writing the country in which it is incorporated or otherwise organized to do business, or if a natural person, all citizenships and U.S. immigration status.

33. Anticorruption. The activities of the parties must and each of the parties assumes the obligation to respect and fully comply with any and all applicable laws regarding anticorruption, including but not limited to the United States Foreign Corrupt Practices Act (15 U.S.C. § 78dd-1 et seq., as amended). The parties acknowledge and agree that, regarding all the activities they engage in under this Order, the parties, as well as their agents, representatives, employees, administrators, partners, managers, officers, lawyers and any other person that engages in activities under their representation, shall not engage in and shall refrain from any illegal or prohibited conduct or activity by the anti-corruption laws, including but not limited to: (a) making offers, promises of delivery, or deliveries of any object of value to any public official (as defined by the corresponding applicable anti-corruption law) or political party with the purpose of obtaining or maintaining a deal, obtaining an improper advantage, or influencing any act or decision of a public official, that causes or could cause violations of the provisions of the anti-corruption laws; and/or (b) executing any bribe, incorrect payment, corruption payment or any illicit payment, to any public official or political party with the purpose of obtaining or maintaining a deal, obtaining an improper advantage, or influencing any act or decision of a public official, that causes or could cause violations of the provisions of the anti-corruption laws. The parties agree that the Buyer shall have the right to carry out all the actions necessary to verify the compliance of Seller with the provisions of this section and the corresponding applicable anti-corruption laws.

SELLER AGREES TO HOLD HARMLESS AND FULLY INDEMNIFY BUYER FROM ANY AND ALL LIABILITIES (INCLUDING REASONABLE ATTORNEY'S FEES) THAT MAY BE INSTITUTED OR FILED AGAINST BUYER BY ANY GOVERNMENTAL AUTHORITY, AGENT, REPRESENTATIVE, EMPLOYEE,

ADMINISTRATOR, PARTNER, MANAGER, OFFICER, LAWYER OR ANY OTHER PERSON THAT ENGAGES IN ACTIVITIES UNDER THE REPRESENTATION OF THE PARTIES OR ANY OTHER THIRD PARTY BASED ON AN ALLEGATION OF ANY BREACH BY SELLER TO ITS OBLIGATIONS CONTAINED IN THIS CLAUSE OR ANY OF THE APPLICABLE ANTI-CORRUPTION LAWS.

34. Data Privacy. Buyer and Seller agree to implement any and all necessary measures to fully comply with all laws, regulations and obligations regarding the processing of personal data. The extent of this obligation requires the discloser to assure that: (a) the transfer or delivery of any information to the recipient which contains personal data is done in full compliance with the applicable corresponding data privacy laws; (b) discloser assumes full liability for any transfer or delivery of any information to the recipient which contains personal data; (c) recipient can legally assume that if any information which contains personal data is transferred or delivered by the discloser to the recipient, all legal requirements by the applicable laws have been complied with to make the necessary transfer or delivery; and (d) recipient is formally notified of any requirements under the applicable data privacy laws that it must comply with as a recipient of such personal data.

35. Equal Employment Opportunity. Buyer and Seller shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

36. Data Breach or Loss Incident. A “Data Breach or Loss Incident” is an incident in which any sensitive, non-public information (e.g., trade secrets, proprietary information, export-controlled information, or personally identifiable information) is, in connection with an IT system, viewed, transmitted, copied, stolen, or used by an individual not authorized to do so. If a Data Breach or Loss Incident occurs, within seventy-two (72) hours of discovery of the incident, Seller shall submit to Buyer an initial written report. Seller shall undertake its best efforts to remedy a Data Breach or Loss Incident, and to prevent future occurrence of a similar or related incident. Seller shall provide reasonable cooperation with any investigation or forensic analysis initiated by Buyer or Buyer’s client or customer. If it is determined that the Data Breach or Loss

Incident was due to the negligence, gross negligence, or willful misconduct of Seller, or one of Seller’s officers, employees, lower tier subcontractors, vendors, or agents, SELLER SHALL REIMBURSE BUYER AND/OR BUYER’S CLIENT OR CUSTOMER FOR ALL COSTS INCURRED IN RESPONDING TO THE DATA BREACH OR LOSS INCIDENT AND INDEMNIFY BUYER AGAINST ALL THIRD-PARTY CLAIMS RELATED TO THE INCIDENT.

37. Compliance with Laws. Seller shall strictly observe, comply with, and give all notices required by all local, municipal, state, and federal laws, ordinances, rules, directives, orders, and regulations related to this Order or the Services covered by this Order.

38. Communications with Buyer’s Clients or Customers. Unless otherwise required by law, Seller shall not, without Buyer’s express written approval, communicate with Buyer’s clients or customers regarding this Order. The Section shall not be construed to restrict legitimate whistleblowing communications, or the reporting of fraud, waste, or abuse through official channels, or communications with Buyer’s client or customer personnel that are protected by FAR Clause 52.203-6 (Restrictions on Subcontractor Sales to the Government).

39. Ethics. Buyer expects Seller to adhere to Buyer’s Code of Conduct, which is incorporated into this Order by reference and available at <https://cherokee-federal.com/services/engineering-and-manufacturing> under the Purchase Order Terms & Conditions section.

40. Order of Precedence. In the event of an inconsistency or conflict between or among the provisions of this Order, the inconsistency shall be resolved by giving precedence in the following order: (a) the Purchase Order; (b) the Terms and Conditions; (c) Attachment A; (d) Attachment B; and (e) Any document incorporated into this Order by reference.

41. Flowdown Clauses. Flowdown clauses, if included, shall be applicable as follows: (a) Attachment B shall be applicable to all line items in this Order; and (b) flowdown clauses identified on a line item in the Order shall be applicable to the goods specific to that line item on which the flowdown clause appears. All flowdown clauses are incorporated by reference with the same force and effect as if provided in full text. The full text for each clause will be made available upon request. The full text for the Federal Acquisition Regulations and Supplemental Regulations are available online at: www.acquisition.gov. For all clauses: “Buyer” shall be substituted for “Government,” “United States,” “Procurement Representative,” “Contracting Officer,” “Administrative Contracting Officer,” “ACO,” or other similar reference to the government and/or its representatives; and “Seller” shall be substituted for “Contractor.”

ATTACHMENT A

INSURANCE REQUIREMENTS


Seller will carry or cause to be carried and maintained in force throughout the entire term of this Order insurance coverages as described in paragraphs (A) through (D) below with insurance companies acceptable to Buyer. The limits set forth below are minimum limits and will not be construed to limit Seller's liability. All costs and deductible amounts will be for the sole account of the Seller.

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

(D) Based upon the Order, additional coverages or increase of limits could be required. Any additional coverages or increase of limits required will be specified in this Order.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		OP ID: DF DATE (MM/DD/YYYY) 04/04/12			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER		CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID # _____					
		INSURER(S) AFFORDING COVERAGE		NAIC #			
		INSURER A:					
		INSURER B:					
		INSURER C:					
		INSURER D:					
INSURED		INSURER E:					
INSURER F:							
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
NSR LTR	TYPE OF INSURANCE	ADSL	ISUBR	POLICY NO	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	X	X				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA accident) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X				COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in NH) Type: Describe under DESCRIPTION OF OPERATIONS below			N/A	X		<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Cherokee Nation Businesses, L.L.C. named as additional insured on the General Liability and Commercial Auto policies as pertains to work performed by the insured. In addition a waiver of subrogation in favor of Cherokee Nation Businesses, L.L.C. applies to all policies as pertains to work performed by insured. A 30 day cancellation clause will also apply in their favor.							
CERTIFICATE HOLDER		CANCELLATION					
Cherokee Nation Businesses L.L.C. (and applicable Subsidiaries) Attn: Risk Management Department 777 West Cherokee St Catoosa, OK 74015		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE					

ACORD 25 (2009/09)

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In each of the above described policies, Seller agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against Buyer its parent, subsidiary, or affiliated companies.

Under the policies described in (B) and (C) above, Buyer its parent, subsidiary and affiliated companies will be named as additional insureds as respects Seller's operations and as respects any work performed under this Order. Any costs associated with naming these additional insureds is included in the Order cost. The policies described in (B) and (C) above will include the following "other insurance" amendment: "This insurance is primary insurance with respect to Buyer its parent, subsidiary and affiliated companies, and any other insurance maintained by Buyer its parent, subsidiary or affiliated companies is excess and not contributory with this insurance."

Non-renewal or cancellation of policies described above will be effective only after written notice is received by Buyer from the insurance company thirty (30) days in advance of any such non-renewal or cancellation. Prior to commencing the work hereunder, Seller will deliver to Buyer certificates of insurance on an ACORD 25 or 25S form evidencing the existence of the insurance coverages required above. In the event of a loss or claim arising out of or in connection with the work performed under this Order, Seller agrees, upon request of Buyer, to submit the original or a certified copy of its insurance policies for inspection by Buyer.

Buyer will not insure nor be responsible for any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased or borrowed by the Seller, or their employees, servants or agents, other than property which becomes a part of the Order.