

Cherokee Nation Entertainment, LLC. (CNE), a wholly owned tribal company of the Cherokee Nation, is seeking proposals from qualified bidders for Lawn Care/Landscaping for our Roland, Oklahoma location. Site visits are required and may be arranged by contacting buyer, Rebecca Scheufler, at email below.

All bids are due at 5:00 PM, March 25, 2025.

Please fill out the spreadsheet in the scope section of the bid document

PLEASE SUBMIT BIDS TO: Rebecca Scheufler , email rebecca,scheufler@cnenet.com. Bids received after the bid closing will be rejected. It is the intention of Owner that if an acceptable proposal is received, the selected firm will be notified in writing within 10 business days of bid opening. Any bid received after the time set for opening of Bids, shall not be considered and will be returned. It is the intention of CNE that if an acceptable bid is received, the Contract will be awarded by within 30 days of bid opening. Please note that winning bid(s) will be published. CNE reserves the right to issue one award, multiple awards, or reject all bids. All bids are subject to negotiation prior to award. Awards may be issued without discussion of bid received, and bids should initially be submitted on the most favorable terms from price and technical standpoint. Any award resulting from this Bid/Proposal will be subject to CNE Terms and Conditions. Your bid should indicate hourly (\$) rate (when applicable), individual work effort, delivery schedule or time of completion. Any item(s) with exceptions, substitutions, exclusions, additions or qualifications must be noted and clearly indicated on return bid.

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 CNE procurement and contracting policies and procedures.

CHEROKEE NATION GAMING COMMISSION (CNGC) - This requirement may be subject to CNGC policies and procedures. Licensing requirements may be required of the successful vendor(s) to be coordinated with the CNGC. These requirements may include licensing fees as well 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.

BONDING NOTICE CNE generally requires payment and performance bonds for all construction contracts in excess of \$100,000. However, qualified TERO-certified firms are encouraged to bid, regardless of bonding capability.

By submitting a response to this Request for Proposal, the Contractor certifies to the best of their knowledge and belief that the Subcontractor, the firm, or any of its principals are not presently debarred, suspended, or proposed for debarment by any federal, state, local or tribal entity. This certification is a material representation of fact upon which reliance was placed when making award. If it is later determined the Subcontractor rendered an erroneous certification, in addition to other remedies available to CNB or its entities, CNB may terminate the contract resulting from this Request for Proposal for default.

In accordance with Cherokee Nation Law, 28 C.N.C.A. §20 no contractors or subcontractors of any Cherokee Nation entity may contract with any business owned by a first degree relative of any elected official of the Cherokee Nation.

| UNIT | UNIT | PRICE |
|--------------------------------------------------------------------------------------------------------------|---------------|-------|
| Landscape maintenance to include mowing, fertilization/herbicide, shrub bed services and Irrigation services | Month | |
| Irrigation repair | hourly | |
| Seeding grass | sq. ft/hourly | |
| Sod | sq.ft./hourly | |
| Skid steer w/operator | hourly | |
| Mulch installed | cu.ft./hourly | |
| Seasonal Color standard flat | flat | |
| Seasonal Color Premium flat | flat | |
| Labor to install seasonal | hourly | |
| Spraying weeds in cracks | hourly | |
| Brush Hog w/ operator | hourly | |
| Tree trimming | hourly | |
| Shrub trimming | hourly | |
| Over seeding (including labor) | hourly | |
| Planting trees up to 3" | hourly | |
| Aeration hourly rate | hourly | |
| Pre-Emergent | Application | |
| Post-Emergent | Application | |

Generally, Contractor shall provide all labor, materials, equipment, tools and services required to provide

full, professional lawn and landscaping maintenance and installation at Company's Property (the "Work"),

Specifically, the Work shall include the following:

1. Base Services. Contractor shall perform the following Work on the Property on a weekly basis at

the minimum, and more frequently as required by weather and growing conditions:

A. Turf Maintenance:

- Mowing, edging, blowing, and trimming of all turf areas.
- Mowing height to be based on the season and what is horticulturally correct for the turf variety. Weed eaters are acceptable for edging purposes.
- Mowing frequency shall be as required to maintain a lawn in the manner acceptable to Company's Representative or designee (max height of 3").
- Never scalp the lawn or remove more than 1/3 of the existing top growth in one mowing.

During excessive periods of growth or after extended periods of rainfall, the turf is to be lowered in the appropriate manner possibly requiring multiple cuts.

- Any unsightly or visible clippings which remain on the turf are to be promptly removed. Mowers are to be equipped with Vacuum attachments to remove all grass clippings, pine needles and leaves as well. Push mowers are to be used on the islands, and they must be equipped with bags to catch the grass clippings.

B. Shrub, Tree and Plant Maintenance:

- All suckers shall be continuously removed. Pruning for general cleanup of trees and shrubs are recommended in the fall/winter season. All pruning cuts are to be made flush (“stubbing” will not be allowed).
- Periodically prune trees as needed to protect pedestrians or vehicular traffic (trees in pedestrian areas to be pruned with the canopy at 7’ or higher).
- All major pruning shall be done with the expressed authorization of Company’s Representative or designee and may require Company Security assistance to reduce potential safety risk.
- Remove all dead branches and diseased foliage immediately.
- Remove insect or disease infected plant materials.
- All trimming and pruning shall be performed to acceptable standards, with the correct equipment. Care must be taken not to use “weed eater” type machinery against the trees (Company, in its sole discretion, may require Contractor to replace trees damaged by weed eaters).

C. Turf and Bed Applications:

- Contractor shall notify Company’s Representative before commencing any chemical application program and all chemicals used on the Property must be approved by Company’s Representative and must conform to state or federal requirements.
- Material Safety Data Sheets for all chemicals used by Contractor on the Property shall be provided to Company’s Representative.
- Contractor shall strictly adhere to all OSHA or other regulatory agency safety laws, chemical manufacturer’s directions, and applicable Company policies and procedures in the use, storage and disposal of chemicals at the Property.
- Contractor is permitted to use such pesticides and chemicals as found necessary/advantageous. Chemicals shall be applied only by a properly licensed and approved pesticide applicator. Contractor shall provide Company with a current copy of the Oklahoma Agricultural Food and Forestry Division license that identifies the vendor as a certified applicator for the 3A Certified Applicator Category (Turf and Ornamental Outdoor).
- Contractor assumes all liability for damage and/or injury for use, storage and disposal of all chemical products or equipment.
- Contractor shall take all precautions necessary to eliminate chemical misuse, personal property damage, and/or damage to wildlife.
- Contractor shall notify the Company’s Representative in the event of any unusual circumstances regarding plant deterioration, wildlife death (mammal, fowl or fish) or other abnormal occurrences.

- All turf, beds and flowering shrubs shall be fed as needed (a minimum of two times and a maximum of three times per season) with a compatible fertilizer.
- All turf shall be treated with a Spring pre-emergent and a Fall pre-emergent weed control.
- Turf and beds shall be spot treated for weeds as needed.
- Herbicide spray shall be used to prevent growth in paved areas or areas where vegetated growth is not permitted.

D. All grass clippings, branches, cans, paper and other litter are to be removed from the landscape

during the performance of the Work.

E. Irrigation – Irrigation system controls are to be properly maintained and operated.

Appropriate

timeframe for irrigation operation is from 2:00am to 8:00am in high traffic areas. Secondary areas can be operated outside of this timeframe with the permission of the Company's Representative

2. Additional Services. Additional Services shall include, but not be limited to, the following:

- Irrigation Repair - Repair of existing and installation of new irrigation systems (24-hour on call irrigation repair).
- Sod - Repair of existing and/or installation of new sod as requested by Company.
- Mulch – Mulch shall be placed annually in beds at a minimum of 2" in depth and as requested by Company.
- Seasonal Color – Contractor shall, upon Company's request, procure standard and premium flats of seasonal colors and install the seasonal colors as directed by Company. Company shall reimburse Contractor for Contractor's actual cost of the flats procured for installation on Company's Property.
- Tree Planting – Contractor shall, upon Company's request and direction, plant trees up to three inches (3") in diameter.
- Tree Removal – Contractor shall, upon Company's request and direction, remove trees from Company's Property.
- Aeration – Contractor shall, upon Company's request, aerate any areas as directed by Company.
- Design and Installation Services – Contractor shall, upon Company's request and direction, design and install new landscaping on Property. Design services shall be performed by a certified landscape architect. Design and installation shall be performed within 24 hours of Company's request.
- Other Callout Services – Company may request the lawn and landscaping services of Contractor for projects not covered by the Base Services or the listed Additional Services. Contractor shall provide Company with a cost estimate to perform the Callout Services. Contractor shall not incur any costs or begin performing any Callout Services without express authorization from Company or Company's Representative.

All rates commence upon Contractor's arrival at Company's Location. Contractor's travel time shall not be invoiced. Contractor's rates are inclusive of all applicable costs for the

provision of the Work including, but not limited to, expenses, permit costs and fees, including, without limitation, TERO fees, which fees shall be paid directly to the TERO office by Contractor, and other registration and/or licensing fees and rental expenses.