CHEROKEE NATION™ Entertainment

# REQUEST FOR PROPOSAL (RFP)

## PROJECT NAME: Interior Designer for Hotel Room Remodels

## RFP NUMBER: 165052

## DATED:11/12/2026

# Table of Contents

Table of Contents ..... 2
SECTION I ..... 4
SOLICITATION TO BID ..... 4
RESPONSE INSTRUCTIONS ..... 4
SECTION II ..... 4
INSTRUCTIONS TO BIDDER ..... 4
1.00 DEFINITIONS ..... 4
2.00 DESCRIPTION OF WORK ..... 5
3.00 FAMILIARITY WITH RFP DOCUMENTS and PROPOSED WORK ..... 5
4.00 BIDDING INSTRUCTIONS ..... 5
5.00 QUALIFICATION OF BIDDERS ..... 6
6.00 INTERPRETATIONS ..... 7
7.00 CONTRACT TIME ..... 7
8.00 LIQUIDATED DAMAGES ..... 7
9.00 SUBSTITUTE MATERIAL and EQUIPMENT ..... 7
10.00 REJECTION OF BIDS ..... 8
11.00 BIDS TO REMAIN OPEN ..... 8
12.00 AWARD OF CONTRACT ..... 8
13.00 BEGINNING WORK ..... 10
14.00 INVOICING REQUIREMENTS ..... 10
SECTION III ..... 11
STATEMENT OF WORK ..... 11
SECTION IV ..... 14
DATA PRIVACY and PROTECTION STANDARDS ..... 14
DEFINITIONS ..... 14
DATA PROTECTION and INFORMATION SECURITY PROGRAM ..... 15
DATA BREACH ..... 16
BUSINESS CONTINUITY PLAN ..... 17
DATA OWNERSHIP and RIGHTS ..... 17
PHYSICAL SECURITY and AUDIT RIGHTS ..... 18
DATA PROCESSING ..... 18
CNE OBLIGATIONS ..... 20
SECTION V ..... 20
STANDARD ARTIFICIAL INTELLIGENCE (AI) TERMS and CONDITIONS ..... 20
DEFINITIONS ..... 20
CNE ARTIFICIAL INTELLIGENCE (AI) and GAIS STANDARDS ..... 20
SECTION VI ..... 23

LIMITATION ON LIABILITY and INDEMNIFICATION ..... 23
LIMITATION ON LIABILITY ..... 23
INDEMNIFICATION ..... 23
SECTION VII ..... 24
INSURANCE REQUIREMENTS ..... 24
PROVIDER'S INSURANCE REQUIREMENTS: ..... 24
MINIMUM SCOPE and LIMIT OF INSURANCE ..... 24
OTHER INSURANCE PROVISIONS ..... 25
VERIFICATION OF COVERAGE ..... 25
SPECIAL RISKS or CIRCUMSTANCES ..... 26
SECTION VIII ..... 26
BOND REQUIREMENTS ..... 26
BID BOND and PERFORMANCE, PAYMENT, and MAINTENANCE BONDS: ..... 26
SECTION IX ..... 28
CONFIDENTIALITY and BUSINESS RELATIONSHIP/NON-COLLUSION REPRESENTATIONS ..... 28

# SECTION I

## SOLICITATION TO BID

## CHEROKEE NATION ENTERTAINMENT, LLC.

**PROJECT NAME**:Interior Designer for Hotel Room Remodels

Cherokee Nation Entertainment, LLC is soliciting sealed bids to furnish a proposal for Interior Designer for Hotel Room Remodels. No pre-bid meeting is planned. Firms wishing to conduct a site visit may submit a request to buyer at rebecca.gautney@cnent.com no later than Tuesday, December 2, 2026.

### RESPONSE INSTRUCTIONS

**Bids are due by Thursday, December 10th before 5:00 PM.** All bids shall be submitted by email using the following email address: bids@cnent.com. Please copy and paste the Subject line below into your email subject line**.** This is the only text that can be in the subject line. RFP documents must be sent as an attachment. Proposals are only accepted when submitted to the email address. **We do not accept bids in person or by mail**. **Do not copy the buyer on the submittal**. If you copy the buyer on submittal, **it can be grounds for disqualification.**

**Email Subject Line: CNE165052**

If you do not receive a confirmation of receipt email after sending your RFP response, please call or email your CNE contact.

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, LLC soliciting bids and/or proposals for the Work described in the Statement of Work.

1.03 "Company Representative" refers to the Company personnel designated as the Project Manager as identified in Section I, Solicitation to Bid, or other authorized representative of Company as may be specified 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 awarding 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 is responsible for the 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 is responsible for estimating 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 The 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 the 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.

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 to the Bid Schedule. Erroneous entries shall be lined out and initialed by the Bidder, and the correct entry inserted.

4.09 The Bid Schedule shall contain an acknowledgment of receipt of all Addenda (the numbers 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 the 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 require Bidder's parent company to provide a guarantee of Bidder's proposal and the performance of any obligations arising under a Contract Agreement if Bidder is 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 to, or sent by email to all parties recorded by the Company as having received the RFP Documents. Questions received less than two days before the bid opening date 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 outlined 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 bid award.

## 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 based on material and equipment described in the Statement of Work and Specifications without consideration of possible substitute 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 the Company, application for such acceptance will not be considered by the 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 bids, as well as bids received after the time set for opening bids, will not be considered and will be returned unopened.

10.02 The Company reserves the right to reject any and all bids when such rejection is in the best interest of the Company. All bids are received subject to this stipulation, and the 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 its bid or shall make any Contract between the Company and the Contractor that is based on its bid null and void: (i) divulging the information in said sealed bid to any person, other than those having a financial interest in the 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 the Company reserves the right to reject a bid or nullify any Contract between the Company and the Contractor 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 the Company may, in its sole discretion, release any bid prior to that date.

## 12.00 AWARD OF CONTRACT

12.01 The Company reserves the right to reject any and all bids, to waive any and all bid document requirements, 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.

12.02 The 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 the quote received, and quotes should initially be submitted on the most favorable terms from a price and technical standpoint.

12.03 In evaluating bids, the Company shall consider the qualifications of the bidders and whether or not the bids comply with the prescribed requirements.

12.04 The 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 the Company.

12.05 The 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 The Company reserves the right to reject the bid of any bidder who does not pass any such evaluation to the 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 the 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 the Company to be used in performing the Work as bid, unless specifically requested by an authorized Company Representative in writing. The Company will notify the successful Bidder in the Statement of Work or Notice of Award that additional executive or board of director approvals will be required prior to negotiating the terms of a Contract Agreement. In the performance of the Work awarded, the 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 the Contractor's Payment and Performance Bond and the required certificates of insurance(s) within five (5) calendar days of the Notice of Award, the 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 the Contractor has provided the requisite bonds and proofs of insurance required by the Contract Agreement.

## 14.00 INVOICING REQUIREMENTS

All invoices for the Work must be submitted by the successful Bidder to the designated CNE email address and coded in accordance with applicable Company policies. The successful Bidder will be responsible for meeting with the Company's Accounting Department representative regarding necessary coding requirements and complying therewith.

# SECTION III

## STATEMENT OF WORK

## CHEROKEE NATION ENTERTAINMENT, LLC.

## INTERIOR DESIGNER FOR HOTEL ROOM REMODELS

### About Cherokee Nation Businesses

Cherokee Nation Businesses, L.L.C. (CNB), is wholly owned by the Cherokee Nation, one of the nation's largest American Indian tribes. CNB, the economic engine of the Cherokee Nation, owns companies in gaming, hospitality, personnel services, distribution, aerospace, manufacturing, telecommunications, technology services, medical equipment, security and defense services, construction and environmental services industries. CNB continues to grow and expects to acquire new businesses in the future. Cherokee Nation Entertainment, LLC (CNE), a subsidiary of CNB, provides gaming and hospitality service to the region.

CNE currently employs more than 4,400 people in northeastern Oklahoma and northwestern Arkansas. The Cherokee Nation and its businesses employ more than 10,000 people in all, making it one of the area's largest employers.

The hotel property to be remodeled under this RFP is:

1) The Cherokee Tower at the Hard Rock Casino & Hotel, 777 W. Cherokee St., Catoosa, OK, includes
   a) six (6) floors with 148 total guest rooms; a mixture of king (62 with 3 ADA), double queen (70 with 3 ADA), communicating rooms, 7 king suites, and 9 double queen suites.
   b) two (2) public elevators serving the guest floors.
   c) one (1) conference room.

### Scope of work for Interior Design Services

1) Select and identify broadloom carpet and wall covering for each elevator landing and hallways for management approval. Color pallet should complement the overall property theme and the carpet grade should be able to withstand high traffic and stains. Selected wall coverings shall be cleanable and scratch resistant/proof. Wall coverings shall not be specified on exterior walls.
2) Hotel rooms – identify wall finishes and colors to include all interior walls and bathroom walls with a product(s) indicative of a 4-star hotel and complementing the property theme. Include re-design of fixed furniture, i.e. headboards, built-in desks, vanities, etc.
3) Provide new vision and full renovation design for hotel room bathrooms to include the removal of soffits, drapes, furniture, fixtures, bathtubs, vanities, water closets, lavatories, and finishes.
4) The minimum typical services to be included in the design services proposal shall consist of the following:
   a) Programming
      i) Investigate and explore the Client's goals and listen to their ideas.

      ii) Develop an in-depth program to address needs and wants of the Client.

   b) Schematic Design
      i) Site measure of existing spaces.

      ii) Update the owner provided AutoCAD drawing (provided if available, else .PDF format will be provided) based on existing site.

      iii) Creation of AutoCAD drawing based on existing site conditions.

iv) Review of and compliance with Oklahoma adopted building codes & local regulations pertaining to the project.

v) Space plan(s).

c) Design Development (bidder shall include a minimum of four Design Development submissions in its proposal)

i) Basic design development sketches of key ideas and millwork.

ii) Presentation of recommended finishes, fixtures, and furniture.

iii) Perspective renderings of the design concept through 3D modeling and imagery.

iv) Proposing Firm shall account for four Design Development schedules.

d) Contract Documents

i) A complete set of interior design construction drawings (suitable for pricing, and construction) to include, at a minimum: floor plans, reflected ceiling plans, basic lighting plans, basic electrical plans and fixture schedules, plumbing plans and schedules, elevations, details/sections, finish schedules and finish specifications.

ii) Coordination with other project consultants.

(1) Electrical consultant shall be included under the umbrella of this scope.

(2) Plumbing consultant shall be included under the umbrella of this scope.

iii) Preparation of project phasing plan.

e) Project Tender

i) Prepare materials required for building permit application or for third party review as directed by Client.

ii) Assist with identifying potential General Contractors/Construction Managers to provide a competitive project bid.

iii) Provide and respond to bidder requests for information during GC/CM RFP process.

iv) Assist with GC/CM bid review.

f) Project Administration

i) Communication with GC/CM over the course of construction.

ii) Site visits to review progress, deficiencies, and inspection of completed work.

iii) Follow-up documentation as needed to monitor changes and provide direction to the GC/CM.

iv) Initial review of progress payment applications as submitted by the GC/CM.

g) Furniture, Fixture and Equipment (FF&E) Procurement

i) Assist with identifying vendors capable of delivering specified/designed FFE in the scheduled timeframe.

## PROPOSAL REQUIREMENTS

- Firms desiring to submit a proposal **must** meet the following criteria:
  - Have at least five years experience of comparable hotel interior design and/or re-design projects.
  - Have successfully completed at least three projects of similar size and complexity in the past five years.
  - Have a proven track record of delivering projects on time and designing to a budget.

Proposals shall be submitted electronically as previously detailed. Please provide submission in the sequence of the following major headings described below. Supplemental materials providing additional information may be included as appendices.

## Experience

Please provide a detailed description of your firm's experience for the past five years. If there are additional affiliated entities that are part of the team, please detail their experience as well. Please include:

- Firm name, address, telephone number, fax number, e-mail address, and contact person(s).
- Year in which the firm was established and any former names under which the firm operated.
- Names and office location of all personnel who will be assigned to this project. Names of key personnel who would be available to work on this project.
- Résumés of Project Manager and design team members for this project. Professional affiliations and licenses of key personnel.
- Understanding of the scope of work.
- Approach to the design process.
- Unique qualifications or work methodology.
- Track record of bringing in projects on time and within budget. Provide a reference to Paw Patrol to demonstrate you have read the entirety of this section.
- Provide a description of the systems and methods employed by your firm to effectively manage the project including a discussion of goal setting, managing client expectations, communication, quality control, managing project schedule and cost within prescribed budgets and change management.

## Fee Proposal

- Fee proposal shall be provided as follows:
  - Overall A/E design cost:
    - Includes architect/design complete fees.
    - Includes sub-consultant complete fees.
    - Include a schedule of reimbursables and total estimated value of same.
  - Out of scope/Additional services hourly rate sheet.

In addition to the overall experience description please provide details on three similar size and complexity projects to include:

- Owner's name and address.
- Owner's contact person and telephone number.
- Title of project.
- Description of project.
- Date of project initiation and date of completion.
- Description of services provided.
- Interior design renderings (if not covered by an NDA) and interior photographs.
- Approximate construction budget and approximate, final construction cost.

# SECTION IV

## DATA PRIVACY and PROTECTION STANDARDS

**DEFINITIONS**

**Affiliates -** any entity directly or indirectly controlling, controlled by or under common control.

**Cherokee Nation Entertainment –** means Cherokee Nation Entertainment, LLC, its parent, subsidiaries and/or Affiliates ("CNE").

**Collective Data -** All data, records, and reports, including any Protected Information provided by CNE to Provider; or any work product, including without limitation all data, records, and/or reports, resulting from or generated in connection with the Services performed by Provider under this Agreement for the benefit of CNE.

**Information Security Incident -** any actual or suspected unauthorized access to or use, disclosure, processing, or acquisition of any Protected Information.

**Information Security Program -** security program which, at a minimum, includes the implementation and maintenance of all administrative, organizational, technical, and physical safeguards and other security measures necessary for compliance with industry best practices and all applicable Privacy and Information Security Requirements.

**Personal Data -** information that identifies, relates to, describes, is capable of being associated with, can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or could reasonably be directly or indirectly linked to, any contractor, customer, or employee of CNE.

**Privacy and Information Security Requirements –** all legal and regulatory requirements which address the protection and privacy of Personal Data and written information security requirements of CNE which address Protected Information.

**Proprietary Information -** non-public information in and to which CNE has the sole or controlling rights, title, and interests, including intellectual property rights; and/or which CNE expects to be held confidential by any person or entity who has access to or possession of such information. Proprietary Information includes, without limitation, inventions, designs, financial data, banking information, copyrights, trademarks, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information by its very nature, a person in the same or similar circumstances would understand should be treated as proprietary and/or confidential.

**Protected Information -** Personal Data and Proprietary Information.

**Provider – [Provider name]** and its parent(s), Affiliates, subsidiaries, and contractors.

**DATA PROTECTION and INFORMATION SECURITY PROGRAM**

In the provision of Services, Provider will receive, store, or have access to information that identifies, relates to, describes, is capable of being associated with, or could reasonably be directly or indirectly linked to, any contractor, customer, or employee of CNE (collectively referred to as "Personal Data"). In addition to Personal Data, CNE may provide or make available to Provider other non-public information in and to which CNE has the sole or controlling rights, title, and interests, including intellectual property rights; and/or which CNE expects to be held confidential by any person or entity who has access to or possession of such information, including, without limitation, inventions, designs, financial data, banking information, copyrights, trademarks, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information by its very nature, a person in the same or similar circumstances would understand should be treated as proprietary and/or confidential (collectively referred to as "Proprietary Information").

Provider shall not transfer or provide access to Protected Information outside the country in which CNE had originally delivered such Protected Information without the express written consent of CNE. Provider shall not share, transfer, disclose or otherwise provide access to any Protected Information to any third party which has not been named or identified in this Agreement unless CNE has authorized Provider to do so in writing.

Provider shall comply with the following Privacy and Information Security Requirements to the extent applicable to its provision of services under this Agreement: (1) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality, and/or security of Personal Data, including, without limitation: General Data Protection Regulation; the Gramm-Leach-Bliley Act; laws regulating the secure disposal of records containing Personal Data; and all other similar requirements; (2) to the extent applicable, the Payment Card Industry ("PCI") Data Security Standards; and (3) all applicable provisions of written information security requirements of CNE and Provider which the parties have mutually agreed upon, including, without limitation, CNE'S data privacy and security policy, as amended from time to time, a current copy of which is available on CNE'S and its Affiliates' websites.

Provider shall implement security which, at a minimum, includes the implementation and maintenance of all administrative, organizational, technical, and physical safeguards and other security measures necessary for compliance with industry best practices and all applicable Privacy and Information Security Requirements ("Information Security Program"). This provision also applies to any contractors, vendors, third-party service providers, or independent service providers of Provider. Such Information Security Program must be designed to: (i) ensure the security and confidentiality of all Protected Information; (ii) protect against any anticipated or reasonably likely threats or hazards to the security or integrity of such Protected Information; (iii) protect against

any actual or suspected unauthorized access to or use, disclosure, processing or acquisition of such Protected Information ("Information Security Incident"); and (iv) ensure proper disposal of Protected Information.

Provider's Information Security Program shall, at a minimum, include regular testing or otherwise monitoring of the effectiveness of Provider's information safeguards. Upon request from CNE and subject to reasonable discretion of CNE, Provider shall permit CNE to conduct an audit and review of Provider's information security program or Provider shall provide CNE written confirmation from an independent auditor that the Provider's information safeguards have been tested and audited against the highest industry standards. Provider agrees to fully cooperate with such security review requests by CNE and implement all commercially reasonable changes to its Information Security Program that are required to address any deficiencies identified during any test or audit to ensure Supplier's Information Security Program complies with the requirements of this Agreement. In addition, CNE shall have the right at any time to review and inspect records to such extent as shall be reasonably necessary to confirm the adequacy of Provider's control environment.

**DATA BREACH**

In the event of an Information Security Incident, Provider will, subject to applicable legal and regulatory requirements, immediately or, in no event, more than 2 business days after gaining actual knowledge of an Information Security Incident notify CNE in writing of such Information Security Incident with assurances that (i) the Information Security Incident is not likely to recur; and (ii) Provider will (a) investigate the Information Security Incident and perform a root cause analysis, including with limitation, a security assessment and security audit and forensic analysis of the Information Security Incident, (b) take (at its sole cost and expense) all necessary actions to prevent, contain, mitigate, and remediate the impact of the Information Security Incident, (c) cooperate fully with CNE in all reasonable and lawful efforts to mitigate the effects of such Information Security Incident, and (d) fully cooperate with CNE by providing all information necessary to notify customers or government regulators regarding any Information Security Incident. Provider shall within a commercially reasonable time, but no longer than fifteen (15) business days after the initial notice, provide a summary in reasonable detail of the effect of the Information Security Incident on CNE, the Collective Data affected, and the corrective action taken or to be taken by Provider. Provider shall indemnify CNE in the event an Information Security Incident occurs which affects and/or involves the Protected Information of CNE and such indemnification obligation shall include without limitation the following: (i) Provider shall reimburse CNE for any costs incurred by CNE arising out of or in connection with any such Information Security Incident, including CNE's internal and external costs (legal fees, consulting fees, etc.) associated with addressing and responding to the Information Security Incident; and (ii) Provider shall defend and hold CNE harmless from any third party claims made or fines, fees, or penalties assessed or levied against CNE which directly or indirectly resulted from the Information Security Incident. Subject to applicable legal and regulatory requirements, Provider must obtain the approval of CNE prior to the publication or communication of any filings, communications,

notices, press releases or reports related to any Information Security Incident that expressly mentions CNE or its Affiliates. The provisions of this Section shall survive any expiration or earlier termination of this Agreement. In the event Provider has experienced an Information Security Incident which may or may not have involved the Protected Information of CNE, Provider shall immediately respond to any inquiries from CNE concerning such Information Security Incident, including without limitation the extent of any effect or impact concerning the Protected Information of CNE.

**BUSINESS CONTINUITY PLAN**

Provider shall have adopted a Business Continuity Plan which provides for, at a minimum, the following: (1) procedures for contingencies, business disruption and resumption plans, disaster recovery plans and proper risk controls for the services to be provided pursuant to this Agreement; (2) the capability to establish a disaster recovery platform at a remote data center, which shall, at a minimum, conform to the greater of (a) the policies and procedures Provider has for its own data or (b) the then current standards in the industry, but in no event less than the use of reasonable care. The Business Continuity Plan must be tested annually. The Business Continuity Plan must be based on business impact analysis for recovery time, recovery points and priority. The Business Continuity Plan must be reviewed and accepted by CNE on a yearly basis or when changes to the plan occur.

**DATA OWNERSHIP and RIGHTS**

All data, records, and reports, including any Protected Information, provided by CNE to Provider; or resulting from or generated in connection with the Services performed by Provider under this Agreement for the benefit of CNE, its parent or Affiliates (collectively referred to as "Collective Data") shall be recognized and treated by Provider, its employees, agents, and subcontractors as the exclusive property and Proprietary Information of CNE. Provider agrees and acknowledges that at no time does it have any rights, title, or interests in any Collective Data and waives all moral rights and droits de suite that Provider may have to the Collective Data. Provider, its employees, agents, and subcontractors shall not take any actions which challenge, infringe, condition, or place in question CNE'S absolute rights, title, and interests in the Collective Data. Provider shall, at all times, recognize that the work products, including all data included therein, resulting from the Services performed by Provider, its employees, agents, or contractors shall be considered a work made for hire under the copyright laws of the United States (Section 101 of the U.S. Copyright Act). If any rights, title, or interests in or to any Collective Data does not vest or transfer to CNE by operation of law upon Provider completing the Services, Provider, its employees, agents, or contractors shall take any actions or execute any instruments necessary to perfect and transfer all rights, title, and interests in such Collective Data in and to CNE. Provider agrees that all Collective Data, including any work products created in full or in part by Provider, may be maintained, changed, modified and/or adapted by CNE without the consent of Provider. Notwithstanding the foregoing, CNE may agree, in its sole discretion, in writing that certain identified and designated rights in the work products resulting from Provider's performance under this Agreement will remain with the Provider.

Upon CNE's request, Provider shall provide a copy of any Collective Data to CNE in a format acceptable to CNE. Upon expiration of this Agreement or termination of this Agreement or at the request of CNE for any reason, Provider shall (a) deliver to CNE, at no cost to CNE, a current copy of all of the Collective Data in a medium and format acceptable to CNE and (b) completely destroy or erase all other copies of the Collective Data in the possession of Provider, its agents or contractors regardless of the medium of storage, including but not limited to electronic, hard copy, other memory device, or 3rd party stored data solutions (i.e. Azure Cloud). Provider shall have its officers certify in writing that it has so destroyed or erased all copies of the Collective Data and that Provider has not and shall not make any use of the Collective Data or retained any copies of such data for any reason not agreed to by CNE.

**PHYSICAL SECURITY and AUDIT RIGHTS**

All Collective Data must be stored in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse, or destruction. Provider shall ensure that all Privacy and Information Security Requirements, as defined herein, shall be put in place to safeguard all Collective Data. Provider shall maintain an adequate level of physical security controls over its facilities and data storage and processing equipment.

During the Term, CNE or its third-party designee may, but is not obligated to, perform audits of Provider's environment, including unannounced penetration and security tests, as it relates to the receipt, maintenance, use, or retention of Protected Information. Any regulatory authority exercising proper jurisdiction over the operations of CNE or any of its Affiliates shall have the same right to audit upon request. Provider agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable time frames. Provider shall take any actions necessary to ensure its environment meets the Privacy and Information Security Requirements as defined herein. Provider also agrees to provide CNE with a copy of all Service Organization Control (SOC) 2 Audits, which shall be conducted on at least a bi-annual basis.

**DATA PROCESSING**

**"Controller"** means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Protected Information.

**"Processor"** means the entity which processes Protected Information on behalf of the Controller.

**"Processing" or "Process"** means any operation or set of operations which is performed on Protected Information or on sets of Protected Information, whether or not by automated means, such as but not limited to the collection, recordation, organization, structuring, use, modification, retrieval, disclosure, storage, anonymization, deletion, and/or management of Protected Information.

Provider may be considered a Controller or Processor in fulfilling its obligations under the Agreement.

Provider shall:

- only Process Protected Information as reasonably necessary for the purposes of providing the services as contemplated in the Agreement and in accordance with the terms and condition of the Agreement and as otherwise instructed by CNE in writing from time to time, and not Process any Protected Information in any other manner without the express prior written authorization of CNE unless required to do so by applicable law;

- not retain, use, disclose, or otherwise Process Protected Information outside of the direct business relationship between Provider and CNE;
- not disclose nor allow any of its employees, or permitted agents or representatives to disclose any Protected Information to any third party without the prior written authorization of CNE unless required to do so under applicable law;
- not sell or otherwise provide access to Protected Information for consideration;
- not share Protected Information except as necessary to fulfill its obligations under the Agreement;
- not combine Protected Information with personal data or proprietary information received from other third parties for any purpose not contemplated in the Agreement or expressly approved by CNE;
- not use Protected Information in an aggregated, de-identified, or anonymized form unless the means and methodology of aggregation, deidentification, or anonymization, the intended use, and the context of use has been provided to CNE and CNE has given its express written consent for such form, use, and context;
- promptly notify CNE in writing (unless prohibited by applicable law) before disclosing, transferring, or Processing Protected Information as required by applicable law, rule, regulation, or order of a judicial or regulatory authority exercising competent jurisdiction over the subject matter, and assist CNE in ensuring that the Protected Information will be kept confidential and protected;
- promptly notify CNE in writing of any (i) inquiry received from individuals relating to the individual's rights under applicable law regarding Personal Data, and provide prompt reasonable assistance to CNE with respect to any obligations CNE has to respond to such requests, including without limitation providing access to, correcting, rectifying, or erasing Personal Data; restricting the processing of Personal Data; (ii) complaint or correspondence received by Provider relating to the Processing of Personal Data, and (iii) order, demand, warrant or any other document purporting to compel the production of any Personal Data, and provide reasonable assistance to facilitate CNE's compliance with CNE's obligations under applicable data protection laws;
- limit access to Protected Information only to those employees and authorized agents and/or contractors of Provider who need to have access to the Protected Information and solely for the purpose of fulfilling Provider’s obligations under the Agreement;
- maintain, publish, and provide to CNE upon request, a list of all third parties who may have access to or Process Protected Information;
- require that each of the employees, permitted agents and/or contractors of Provider agree in writing to keep and protect the confidentiality and security of the Protected Information in accordance with the terms of these Data Privacy and Protection Standards, and otherwise properly advise and train each of its employees and permitted agents and/or subcontractors

of the obligations and requirements of Provider under these Data Privacy and Protection Standards and applicable Data Privacy and Protection Laws;

- ensure that each employee or permitted agent and/or contractor of Provider who is involved in fulfilling any obligation of Provider under the Agreement is appropriately screened to confirm their suitability to perform their duties in connection with fulfilling Provider's obligations, including the access to and Processing of Protected Information;
- provide reasonable assistance, at CNE's cost and request, to CNE in connection with CNE's obligations under applicable data privacy and protection laws to carry out a data protection impact assessment or to consult with the relevant regulatory authority in respect of any such data protection impact assessment.

**CNE OBLIGATIONS**

CNE will be responsible, only for systems not maintained or operated by Provider, for employing all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Protected Information, including the uploading or other provision of Protected Information pursuant to this Agreement.

# SECTION V

## STANDARD ARTIFICIAL INTELLIGENCE (AI) TERMS and CONDITIONS

**DEFINITIONS**

**Generative AI System (GAIS)** - Software applications or platforms that leverage artificial intelligence to create, modify, or generate content, including but not limited to text, images, videos, audio, or the like.

**CNE ARTIFICIAL INTELLIGENCE (AI) and GAIS STANDARDS**

While performing the Services and fulfilling its obligations, as outlined in this Agreement Provider agrees to adhere to the following standards:

1. Provider shall not by any means connect a GAIS to CNE's connected infrastructure without the express written approval of CNE.

2. Provider shall not use any form of a GAIS to make automated decisions that affect material or individual rights or well-being (e.g., finance, legal, employment, healthcare, housing, insurance, and social welfare).

3. Provider shall ensure and warrant the following when Collective Data is exchanged with a GAIS or AI model which is located or operated outside of CNE's infrastructure:

- Results and any returned data, which shall become Collective Data upon creation, is generated using cryptographically secure methods.
- No Collective Data, including results and returned data generated by a GAIS or AI model pursuant to this Agreement, is sent externally and is stored securely and separately.

4. Encryption keys must be managed in accordance with NIST SP 800-57, as supplemented or amended or any succeeding publication, requirements or standards intended to replace such publication; and stored using secure, centralized key management systems. Keys must never be hardcoded, exposed in logs, or stored in plaintext.

5. Provider shall not create content using a GAIS, transmit content created by a GAIS, use a GAIS to create, edit, or memorialize any binding transaction, or use a GAIS as a means to store CNE information, unless:

   a. CNE has approved and recognized the GAIS as a third-party Provider who can be used for an intended and specific use case or business purpose as expressly provided for in this Agreement; and

   b. Provider has been expressly authorized in this Agreement to use the GAIS for a specific purpose as defined in this Agreement; and

   c. Provider and its employees, contractors, consultants, and agents, have been trained on each GAIS which has been authorized for use under this Agreement; and

   d. Provider shall provide updates to CNE, upon CNE's request, regarding approved usage and any legal and/or regulatory requirements of the GAIS.

6. Provider shall immediately cease the use of any GAIS upon the request of CNE.

7. Any attempt to contravene or bypass the GAIS approval processes or circumvent security procedures will be deemed a material breach of this Agreement.

8. Provider shall report any actual or suspected unauthorized use of a GAIS to CNE.

9. Provider shall not provide any Collective Data, as defined herein, to a GAIS, either as an input, as part of a prompt, or in any other manner. Provider shall ensure that Collective Data is protected in accordance with the CNE STANDARD DATA PRIVACY AND PROTECTION STANDARDS.

10. Provider shall obtain CNE approval prior to the use of any GAIS created content in whole or in part, in the conduct of CNE business.

11. Provider shall not create any GAIS content, in whole or in part, which CNE determines, in its sole discretion, to be:

    a. Content which includes a representation of actual work by an individual living or deceased or by another organization or is prohibited without explicit disclosure and/or explicit consent; or

    b. Content which can be considered to include protected, proprietary, confidential, or otherwise sensitive information of CNE or any third party (i.e., trade secrets, intellectual property, financial position, personally identifiable information, personal health information, personal financial information, etc.).

    c. Content that CNE determines is inconsistent with CNE's mission, values, and ethical standards.

12. Any deliverable or other work product prepared and provided by Provider which includes any GAIS created content, in whole or in part, and complies with and meets the standards requirements stated above must also:

    a. Meet CNE's brand standards; and
    b. Include full disclosure of the use of a GAIS, the existence of any resulting Generative AI content, and the extent to which the GAIS and the resulting content was used.

13. Provider shall review GAIS created content for validity, appropriateness, and ensure the content meets the CNE STANDARD ARTIFICIAL INTELLIGENCE (AI) STANDARD prior to the use or distribution of the GAIS created content.

14. Provider acknowledges that it has no rights of privacy while accessing a GAIS using CNE property. CNE is not obligated to monitor transmissions to an approved GAIS, but may monitor usage without Provider's prior written or verbal notice.

15. Provider acknowledges that all GAIS created content must be retained in accordance with the policies or requests of CNE.

16. Provider shall create and maintain an audit schedule of the use of a GAIS and any content created by the use of such GAIS to ensure use and operation of the GAIS is in accordance with these standards and CNE's mission, values, and ethical standards.

17. Provider shall maintain a maintenance schedule to track any updates to AI software or a GAIS used while performing under this Agreement.

# SECTION VI

## LIMITATION ON LIABILITY and INDEMNIFICATION

### LIMITATION ON LIABILITY

IN NO EVENT SHALL CHEROKEE NATION ENTERTAINMENT BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY ARISING OUT OF OR IN CONNECTION WITH THE USE AND DEVELOPMENT OF ANY GENERATIVE AI SYSTEM OR ANY DATA CREATED THEREFROM BY PROVIDER, ITS EMPLOYEES, AGENTS, CONSULTANTS, OR CONTRACTORS. THE FOREGOING INCLUDES ANY DIRECT, IN DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### INDEMNIFICATION

Provider shall defend (at CNE's option), indemnify and hold harmless CNE, its parent, subsidiaries, and affiliates and their respective directors, officers, employees, representatives and agents and the Chief and Tribal Council of the Cherokee Nation (collectively referred to as the Cherokee Nation Group) from and against any claim, demand, cause of action, judgment, settlement, penalty, lien, fine, liability, damages, loss or expense, including all expenses of litigation, court costs and attorney's fees and expenses (collectively referred to as "Claims") reasonably incurred by the Cherokee Nation Group in any Claim, action or proceeding between the Cherokee Nation Group and any third party arising directly or indirectly from or related in any way to Provider's failure to perform the Services in accordance with the terms of this Agreement, including the CNE STANDARD DATA PRIVACY AND PROTECTION STANDARDS and the CNE ARTIFICIAL INTELLIGENCE (AI) AND GAIS STANDARDS or results, in any way, from Provider's breach of its confidentiality or data privacy and protection obligations defined herein or from CNE's use of any GAIS created content or any work product provided by Contractor which contains GAIS created content. This indemnity, defense and hold harmless provision shall not apply to the extent Cherokee Nation Entertainment is found to be negligent.

Nothing in this Agreement shall exclude or limit either Party's liability to the other in respect of: (a) damages directly suffered by a Party as a result of the other Party's breach of its confidentiality or data protection and privacy obligations; (b) damages directly suffered by a Party as a result of the negligence, intentional misconduct or fraud of the other Party; or (c) a Party's indemnification obligations under this Agreement.

# SECTION VII

## INSURANCE REQUIREMENTS

**PROVIDER'S INSURANCE REQUIREMENTS:**
Provider's Insurance: ***Provider*** shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ***Provider***, its agents, representatives, or employees. ***Provider*** shall procure and maintain insurance throughout the duration of the contract for claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

**MINIMUM SCOPE and LIMIT OF INSURANCE**
Coverage shall at a minimum include the following:

(1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be at least twice the required occurrence limit.

(2) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

(3) Workers Compensation insurance as statutorily required by applicable jurisdiction(s), with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

(4) Cyber Liability Insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by ***Provider*** in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response and remediation costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the ***Provider*** maintains broader coverage and/or higher limits than the minimums shown above, CNE requires and shall be entitled to the broader coverage and/or the higher limits maintained by

the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CNE.

**OTHER INSURANCE PROVISIONS**

The insurance policies shall contain, or be endorsed to contain, the following provisions:

Additional Insured: CNE, its owner and/or parent and affiliates, and their officers, officials, employees, and volunteers are to be covered as additional insureds under paragraphs (1) and (2) above with respect to liability arising out of work or operations performed by or on behalf of the ***Provider*** including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage: For any claims related to this contract, ***Provider***'s insurance coverage shall be primary insurance primary coverage at least as broad as provided in ISO CG 20 01 04 13 as respects CNE, its owner and/or parent and affiliates, and their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CNE, its officers, officials, employees, or volunteers shall be excess of the ***Provider***'s insurance and shall not contribute with it.

Waiver of Subrogation: ***Provider*** hereby grants to ***CNE*** a waiver of any right to subrogation which any insurer of said ***Provider*** may acquire against CNE by virtue of the payment of any loss under such insurance. ***Provider*** agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CNE has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by CNE. CNE may require the ***Provider*** to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or ***CNE***.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CNE.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis: (1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work; (2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; AND (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the ***Provider*** must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Subcontractors: ***Provider*** shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and ***Provider*** shall ensure that ***CNE*** is an additional insured on insurance required from subcontractors.

**VERIFICATION OF COVERAGE**

Provider shall furnish CNE with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CNE before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them.

CNE reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**SPECIAL RISKS or CIRCUMSTANCES**
***CNE*** reserves the right to modify these requirements, including limits, based on the nature of the work being performed, risk, prior experience, insurer, coverage, or other special circumstances.

# SECTION VIII

## BOND REQUIREMENTS

**BID BOND and PERFORMANCE, PAYMENT, and MAINTENANCE BONDS:**

(A) 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.

(B) 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 the 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.

(C) 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 Agreement.

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

# SECTION IX

## 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: Interior Designer for Hotel Room Remodels**

**RFP NUMBER: 165052**

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: Click or tap here to enter text.
DATE: Click or tap to enter a date.

## CONFIDENTIALITY and BUSINESS RELATIONSHIP/NON-COLLUSION REPRESENTATIONS

Click or tap here to enter text., on behalf of Click or tap here to enter text. (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:
Click or tap here to enter text.
Click or tap here to enter text.

Click or tap here to enter text., on behalf of Click or tap here to enter text. (Bidder name) represents and warrants that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of Consultant and any officer, director, manager or member of the Board of Directors of Company or other party to the project is as follows:
Click or tap here to enter text.
Click or tap here to enter text.

Click or tap here to enter text., on behalf of Click or tap here to enter text. (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:
Click or tap here to enter text.
Click or tap here to enter text.

Click or tap here to enter text., on behalf of Click or tap here to enter text. (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:
Click or tap here to enter text.
Click or tap here to enter text.

Click or tap here to enter text., on behalf of Click or tap here to enter text. (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:
Click or tap here to enter text.
Click or tap here to enter text.

If none of the business relationships hereinabove mentioned exist, Representative should so state below
Click or tap here to enter text.
Click or tap here to enter text.

SIGNED: _____
TITLE: Click or tap here to enter text.
DATE: Click or tap to enter a date.

## CONFIDENTIALITY and BUSINESS RELATIONSHIP/NON-COLLUSION REPRESENTATIONS

Click or tap here to enter text., on behalf of Click or tap here to enter text. (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: Click or tap here to enter text.
DATE: Click or tap to enter a date.