

Cherokee Tower Guest Room FF&E Removal

Cherokee Nation Entertainment, LLC, (CNE), is seeking bids for the removal of furniture, fixtures and equipment for the Cherokee Tower located at the Hard Rock Hotel and Casino. Removal dates are yet to be determined, but will likely occur in the month of June. Removal will be performed in phases, two floors at a time. It is expected that removal of two floors should last no longer than two days for a project total of 6 days. When two floors are completed, work will cease until those same floors are put back in service. Work will then commence on the next two floors. There are a total of 6 floors.

Work will be during normal business hours. Workers will be expected to use an equipment lift installed on the exterior of the building to remove the items from the building. Workers will be expected to removal all furniture items in the guest rooms wrap, label by room and then bring them to an exterior parking lot where they will be divided. Some items, (primarily electronics to include TVs, telephones, mini-bars, etc.), will be packed to prevent damage, labeled to identify by room and then loaded onto a CNE truck.

All remaining items are to be packed and labeled by room, loaded on to trucks owned and operated by contractor. Contractor will then be responsible to transport all loaded items to a warehouse located in Tahlequah, Oklahoma. The warehouse address is: 18915 N. 466 Roads, Tahlequah, OK 74465-0179. Contractor will be responsible to unload the truck onto a dock area at the Tahlequah warehouse.

All other floors of the hotel will remain open to the public and operational. Therefore, workers will be expected to not interact with the guests and remain in the designated work areas at all times.

Guest Room Contents Include:

- Armoire that must be disassembled into five pieces before it can be moved from the room; the process of disassembling will be recorded and provided to CNE. Video from phone would be acceptable.
- Desk, attached to wall
- Bed frame, to include headboard and wall mounting cleats, mattresses & box springs (king & queen sizes depending upon room)
- Nightstands
- Coffee tables
- Desk chairs
- Conference tables
- Hall lobby tables
- Lamps (table & possibly floor lamps)
- Lounge chairs & ottomans
- TVs, mini-bars
- Towel racks & hardware, art hardware, bath handles & hardware, tissue box & hardware

In circumstances where hardware needs to be removed, it shall be bagged, labeled and packed along with the furniture from which it was removed. Photos are provided as examples of furnishings to be removed, but are not inclusive of all furniture. An on-site review of a room can be arranged upon request.

A bid response sheet is attached and must be returned for a bid to be accepted. Bids responses are to include a break out of # of personnel and their respective hours.

EMPLOYMENT RIGHTS OFFICE - 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 918-207-3834.

DEBARMENT: 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.

INSURANCE REQUIREMENTS FOR CONTRACT: Contractor will carry or cause to be carried and maintained in force throughout the entire term of this Contract insurance coverages as described in paragraphs (A) through (C) below with insurance companies acceptable to Owner. The limits set forth below are minimum limits and will not be construed to limit Contractor's liability. All costs and deductible amounts will be for the sole account of the Contractor. (A)Workers’ Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, whether or not Contractor is required by such laws to maintain such insurance, and Employer's Liability with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit. (B)Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$1,000,000 each occurrence, and annual aggregates of \$2,000,000, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and when applicable the explosion, collapse and underground exclusion will be deleted. (C)Automobile Liability insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles. In each of the above described policies, Contractor agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against Owner its parent, subsidiary, or affiliated companies. Under the policies described in (B) and (C) above, Owner its parent, subsidiary and affiliated companies will be named as additional insureds as respects Contractor’s operations and as respects any Work performed under this contract. Any costs associated with naming these additional insureds is included in the contract cost. The policies described in (B) and (C) above will include the following “other insurance” amendment: “This insurance is primary insurance with respect to Owner its parent, subsidiary and affiliated companies, and any other insurance maintained by Owner 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 Owner from the insurance company thirty (30) days in advance of any such non-renewal or cancellation. Prior to commencing the Work hereunder, Contractor will deliver to Owner 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 contract, Contractor agrees, upon request of Owner, to submit the original or a certified copy of its insurance policies for inspection by Owner. Owner 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 Contractor, or their employees, servants or agents, other than property which becomes a part of the contract Works.

PAPYMENT/PERFORMANCE BONDS: Owner may, at its option, require Contractor to obtain and provide to Owner a performance and/or payment bond in a form acceptable to Owner covering the obligations of Contractor under this Contract and/or Purchase Order in the full amount of the awarded bid. Owner may, at its election, terminate this Contract if the required bond is not obtained within such time as Owner will deem reasonable (in no event later than commencement of the Work). If this Contract or Purchase Order is terminated by Owner for such reason, neither party shall be liable to the other in any sum or in any amount by reason of such termination.