



**PROJECT DESCRIPTION:
CHEROKEE NATION ENTERPRISES
2014-2015 Holiday Décor Program
PROJECT MANAGER: Roxane Jolley**

Proposals are being solicited by Cherokee Nation Entertainment, L.L.C. for **the 2014-2015 Holiday Décor Program** per the following general Scope of Work. The objective is to **present a comprehensive and creative holiday program that is commensurate with the Hard Rock brand and acts to support Hard Rock Hotel and Casino as a destination of choice for guests aged 21 and older during the Holiday season.** Contact the Buyer, **Amy Bailey**, to answer any questions regarding the bid.

I. INTRODUCTION:

The Hard Rock Hotel and Casino of Tulsa, Ok is looking for an experienced interior designer to help design and coordinate all decorations for the 2014 and 2015 holiday seasons. The holidays are to include but not be limited to Halloween, Christmas, and New Year's.

Awarded Designer will be responsible for working with the Casino Marketing and Procurement teams to develop, design, execute, and manage a comprehensive array of holiday décor elements. As well as, developing and implementing other aspects of the Casinos holiday program in coordination with the Marketing group and other essential departments.

In addition the interior designer has the option to bid on our environmental entertainment for the year. This is to include entertainment such as dancers, impersonators, emcees, acrobats, etc. that will be requested by the marketing department to make appearances throughout the year coordinating with our schedule of events.

II. OBJECTIVES:

The Casino seeks to present a comprehensive and creative holiday program and interactive experience that is commensurate with its brand and acts to support Hard Rock Hotel and Casino as a destination of choice for guests aged 21 and older during the holiday season.

The Casino seeks to ensure it receives high quality, professional, and dependable services while protecting Cherokee Nation Entertainment through competitive bidding of all elements of the holiday program.

III. SCOPE OF SERVICE:

a) Budget:

Based on site evaluation, design/develop individual non-sectarian holiday decorations concepts for the sites selected. Concepts should represent scenarios based on annual budgets of \$30,000 for Halloween, \$55,000 for Christmas, and \$80,000 for New Years Eve.

b) Length of Contract:

It is anticipated the Cherokee Nation Entertainment will enter into a two year agreement, with the potential of annual renewals with the selected designer. This provides an opportunity for future planning and investment in the program.

c) Description of Program and General Services:

1. Designer shall provide all design, development, technical and artistic direction, program and contract management, liaison and general program oversight necessary to create, produce and execute a comprehensive program. This includes all major entry points, feature sites, and sites that were decorated in past years. Planning consideration should also be given for additional lighting at each site or at additional sites in future years.
2. The casino's program requires collaboration between marketing and the various departments that will be affected by decoration placement. The designer will be required to coordinate the program with these groups. However, the marketing group is the only party with authority to approve all aspects of the program. The designer will be required to attend meetings with marketing staff, purchasing, and essential departments on an as needed basis throughout the development process of the holiday program.
3. The implementation of the program will be conducted in the following project phases: review of existing program, design, competitive bidding for fabrication, installation, maintenance, removal and storage.

*Designers also have the option to bid on our environmental entertainment such as dancers, impersonators, emcees, acrobats, etc. that will be used throughout the year. The entertainers will be used at the marketing departments' discretion for events throughout 2014 and 2015. A minimum of one week notice will be given when an entertainer is requested.

**Please note on your bid if you do not wish to bid on the environmental entertainers. Opting out will not be held against any bidders in the selection process.

d) Program Management:

This scope of work requires that the contractor conduct competitive bidding, hire and oversee and compensate third party vendors for the design, fabrication and installation of the various Holiday Elements including their maintenance and removal, if needed. In no event will the Cherokee Nation Entertainment be required to pay third party vendors unless agreed upon in advance and in writing by Cherokee Nation Entertainment.

Accordingly, designer shall provide overall project management for the implementation of the program.

IV. SUBMISSION REQUIREMENTS:

All proposals shall be clearly marked as follows: "Proposals for the Comprehensive Management of the Hard Rock Hotel and Casino's 2014-2015 Holiday Décor Program" and must be received (not postmarked) by 3:00 p.m. (CST), on June 18, 2014. Must be delivered via certified mail, UPS, Fed-Ex or hand delivered to:

Amy Bailey
Cherokee Nation Entertainment, Building 3
1102 N. 193rd E. Ave
Catoosa, OK 74015

Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective Proposers are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Services or City employees. Electronic proposals (i.e. telephone, fax, e-mail, etc.) are not acceptable.

V. EVALUATION AND SELECTION CRITERIA:

- a) Selection of the designer and subcontractors will be based upon TERO preference in addition to, but not limited to, CNGC licensing restrictions, minority owned businesses, and professional display of previous works. A list of at least 3 previous clients will be required with all proposals for reference check purposes.
- b) At the time of award, the successful bidder will be required to work with CNE Accounting to discuss account coding for invoices.
- c) CNE reserves the right to issue one award, multiple awards, or reject all bids. All quotes are subject to negotiation prior to award. Awards may be issued without discussion of quote received, and quotes should initially be submitted on the most favorable terms from a price and technical standpoint.
- d) Any award resulting from this RFP will be subject to CNE Terms and Conditions (copy available upon request)
- e) At its sole discretion, Cherokee Nation Entertainment reserves the right to (1) withdraw this Request for Proposal (RFP) without notice, (2) accept or reject any or all submittals, and (3) accept submittals which deviate from the RFP as Cherokee Nation Entertainment deems appropriate and in its best interest.
- f) Cherokee Nation Entertainment reserves the right to negotiate with any, all, or none of the applicants responding to the RFP. Following submission, the applicant agrees to deliver such further details, information, and assurances relating to the purpose of creating the holiday programs. Presentations regarding submissions may be required at the sole discretion of Cherokee Nation Entertainment and may include a review of past services offered at other locations. Any and all costs and expenses associated with the preparation of any report or statement in response to the RFP shall be borne by the applicant.

- g) This project is also subject to Cherokee Nation Tribal Employment Rights Office regulations that include a fee of ½ of 1% of total contract award, if applicable, and the completion of a TERO Labor Agreement and payment of associated fees. The successful bidder's performance will also be measured, recorded, and reported to the Cherokee Nation. Please refer to Cherokee Nation Legislative Act 38-05 dated 11-14-06 repealing and superseding Cherokee Nation law regarding Labor and the Employment Rights Ordinance and Declaring an Emergency. The complete Act is available at our website or 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.
- h) One (1) signed copy of the CNE Non Disclosure Agreement, a fully executed copy of which will be returned to the bidder.

VI. SCHEDULE:

a) Requests for Information:

After walk through of property is complete any additional requests for information should be submitted to Amy Bailey via email at Amy.Bailey@cnet.com. Your questions will be directed to the correct contact from there. Information requests and questions will be accepted no later than June 11, 2014 at 3:00 P.M. (CST). Inquires received via telephone, fax, or in-person will not receive a response after this date.

b) Schedule:

The anticipated schedule for selecting a designer is shown below:

<u>Proposal Phase</u>	<u>Date</u>
Request for Proposal Release	<u>Thursday, May 29, 2014</u>
Property Walk through with Marketing, Purchasing, and Security	<u>10:30 AM - Friday, June 6, 2014</u>
Deadline for Submission of written requests for information	<u>3:00 PM - Wednesday, June 11, 2014</u>
Proposals Due	<u>3:00 PM - Wednesday, June 18, 2014</u>
Anticipated Contract Review Date	<u>Thursday, June 19, 2014</u>
Anticipated Commencement Date of Contract	<u>Date of award</u>

Additional dates with decoration approval deadlines and completion/teardown dates will be provided to the winner unless requested for bidding/budget purposes.

VII. ADDITIONAL REQUIREMENTS:

All vendors must be able to acquire and maintain a CNGC license for the duration of the contract. If license is revoked for any reason the contract will be terminated without prior notice

and the designer shall be paid only for the services provided, less any damages or costs incurred by Cherokee Nation Entertainment.

VIII. TERMS AND CONDITIONS OF THE CONTRACT:

The term of this contract will be for twenty-four (24) months from contract execution. Thereafter, Cherokee Nation Entertainment will have the option to renew said contract for a period of one (1) extenuating year. Cherokee Nation Entertainment may terminate the contract without penalty at any time, with or without cause, by giving the designer thirty (30) days prior written notice of its election to terminate. In the event the designer fails to perform services or is in default under the terms of the contract, Cherokee Nation Entertainment may terminate the contract immediately and the contractor shall be paid only for the services provided, less any damages or costs incurred by Cherokee Nation Entertainment in the termination of the contract. The designer will be required to gain marketing approval on all design concepts, options, and elements prior to displaying them. Once approval had been received the marketing department can implement any changes up to 72 hours in advance of the execution deadline. If additional changes are requested fees associated with said change will be taken from the marketing department budget for said event and not charged to the designer or taken from budgets submitted in this bid.