



**CHEROKEE NATION BUSINESSES, L.L.C.**

**REQUEST FOR PROPOSAL (“RFP”)**

**PROJECT NAME: Creative Agency Services**

**RFP NUMBER: 151666**

**DATED: 12/14/2023**

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## SECTION I

### SOLICITATION TO BID CHEROKEE NATION BUSINESSES, L.L.C.

#### PROJECT NAME: Creative Agency Services

Sealed bids are being solicited by Cherokee Nation Businesses, L.L.C. or the Cherokee Nation Businesses, L.L.C. wholly-owned entity identified in the attached Statement of Work (“Company”) to furnish a proposal for Creative Agency Services.

Due to COVID-19 all bids shall be submitted by email using the following email address: [Creativ.4o1h0a28yicv85v0@u.box.com](mailto:Creativ.4o1h0a28yicv85v0@u.box.com). **We are not accepting bids in person or by mail.** All proposals shall be submitted to this email address only, please **do not copy the buyer on submittal.** If you copy the buyer on submittal, **it can be grounds for disqualification.**

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 Businesses, L.L.C. or the Cherokee Nation Businesses, L.L.C. wholly-owned entity soliciting bids and/or proposals for the Work described in the Statement of Work.
- 1.03 “Company Representative” refers to the Company personnel who has been designated as the Project Manager as identified in Section I, Solicitation to Bid, or other authorized representative of Company as may be designated 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 the award of 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 has the responsibility for 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 has the responsibility to estimate 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 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 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.
- 4.02 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 CNB procurement and contracting policies and procedures.
- 4.03 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.
- 4.04 All names on the Bid Schedule must be typed or printed below the signature.

- 4.05 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 on the Bid Schedule. Erroneous entries shall be lined out, initialed by the bidder and the correct entry inserted.
- 4.06 All names on the Bid Schedule must be typed or printed below the signature.
- 4.07 The Bid Schedule shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Schedule).
- 4.08 The address to which communications regarding the Bid Schedule are to be directed must be shown.
- 4.09 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 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 guarantee of bidder's proposal and the performance of any obligations arising under a Contract Agreement if bidder has been 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 or sent by facsimile to all parties recorded by Company as having received the

RFP Documents. Questions received less than two days prior to the date for opening of bids 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 set forth 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 award of the bid.

## **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 Contract 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 on the basis of material and equipment described in the Statement of Work and Specifications without consideration of possible substitute or “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 Company, application for such acceptance will not be considered by 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 of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened.
- 10.02 Company reserves the right to reject any and all bids when such rejection is in the best interest of Company. All bids are received subject to this stipulation and 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 his bid, or shall make any Contract between Company and the Contractor that is based on his bid; (i) null and void; divulging the information in said sealed bid to any person, other than those having a financial interest with him in 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 Company

reserves the right to reject a bid or nullify any Contract between Company and the Contractor that is 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 Company may, in its sole discretion, release any bid prior to that date.

## **12.00 AWARD OF CONTRACT**

- 12.01 Company reserves the right to reject any and all bids, to waive any and all bid document requirements and 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 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 quote received, and quotes should initially be submitted on the most favorable terms from a price and technical standpoint.
- 12.03 In evaluating bids, Company shall consider the qualifications of the bidders and whether or not the bids comply with the prescribed requirements.
- 12.04 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 Company.
- 12.05 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 Company reserves the right to reject the bid of any bidder who does not pass any such evaluation to 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 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 Company to be used in performing the Work as bid, unless specifically requested by an authorized Company Representative in writing. Company will notify the successful bidder in the Statement of Work or Notice of Award that additional executive or board of directors' approval will be required prior to negotiating the terms of a Contract Agreement. In the performance of the Work awarded, 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 Contractor's Payment and Performance Bond and the required certificates of insurance(s) within five (5) calendar days of the Notice of Award, 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 Contractor has provided the requisite bonds and proofs of insurance required by the Contract Agreement.

### **14.00 CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS**

- 14.01 No Work is to be commenced and no invoices will be paid until Company is in receipt of Certificates of Insurance covering all the insurance requirements outlined in the Contract Agreement. Please refer to Section IX Bond and Insurance Requirements below for minimum standard insurance requirements, additional insurance policies, coverages and limits may be required per the Contract Agreement.

### **15.00 RETURNING OF RFP DOCUMENTS**

- 15.01 Whether a bid is submitted or not, this collection of RFP Documents and any accompanying documents are to be returned intact.
- 15.02 The successful bidder will be furnished necessary copies of this book and documents, conforming to the bid accepted by the Company.

### **16.00 INVOICING REQUIREMENTS**

All invoices for the Work submitted by the successful bidder must be coded in accordance with Company policies. The successful bidder will be responsible for meeting with a representative of Company's Accounting Department regarding necessary coding requirements and complying therewith.

### **SECTION III**

#### **STATEMENT OF WORK CHEROKEE NATION BUSINESSES, LLC Bid- Creative Agency Services**

Proposals are being solicited by Cherokee Nation Businesses, L.L.C. or the Cherokee Nation Businesses, L.L.C. wholly-owned entity as identified in the Statement of Work, attached hereto and incorporated herein as Exhibit "A" and Exhibit "B" for Creative Agency Services. Contact the Buyer, via e-mail only, [amy.eubanks@cn-bus.com](mailto:amy.eubanks@cn-bus.com) to answer any questions regarding the bid.

## SECTION IV

### 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

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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: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONFIDENTIALITY AND BUSINESS RELATIONSHIP/NON-COLLUSION  
REPRESENTATIONS**

\_\_\_\_\_, on behalf of \_\_\_\_\_ (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:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, on behalf of \_\_\_\_\_ (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:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, on behalf of \_\_\_\_\_ (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:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, on behalf of \_\_\_\_\_ (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:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, on behalf of \_\_\_\_\_ (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:

\_\_\_\_\_  
\_\_\_\_\_

If none of the business relationships hereinabove mentioned exist, Representative should so state below

\_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONFIDENTIALITY AND BUSINESS RELATIONSHIP/NON-COLLUSION  
REPRESENTATIONS**

\_\_\_\_\_, on behalf of \_\_\_\_\_ (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: \_\_\_\_\_  
DATE: \_\_\_\_\_

## SECTION V

### BOND AND INSURANCE REQUIREMENTS

**Minimum Insurance for Bidding:** Bidder shall provide with its bid, certificates of insurance on an ACORD 25 or 25S form evidencing all available coverages, however, to be considered an acceptable bid the following minimum coverages and limits and any additional insurance requirements specified in the Statement of Work must be evidence on the submitted certificates of insurance. The limits set forth below are minimum limits. Additional limits or policies may be required per the terms and conditions of the Contract Agreement.

(A) Worker's 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 Company its parent, subsidiary, or affiliated companies.

(D) Pollution Liability insurance in the amount of \$1,000,000 each incident and annual aggregate of \$2,000,000 (only applicable for bidding if required per the Statement of Work). Upon award of the bid Company may require this coverage per the Contract Agreement if such coverage is merited per the scope of the Work to be performed and the minimum limits quoted may be adjusted accordingly.

(E) Professional Liability insurance with limits of not less than \$2,000,000 for each claim and an annual aggregate of not less than \$2,000,000 (only applicable for bidding if required per the Statement of Work). Upon award of the bid Company may require this coverage per the applicable Contract Agreement or Service Agreement if such coverage is merited per the scope of the Work to be performed. The limits for professional liability insurance may be adjusted depending on complexity and size of the project and the scope of services to be provided. Any adjustments to these limits will be identified in the applicable terms and conditions of the Contract Agreement or Service Agreement.

#### **Additional Insurance Requirements upon Award of Bid:**

(A) At a minimum the following will be required for Commercial or Comprehensive General Liability and Automobile Liability policies (Company may identify additional policies that are

subject to this requirement and such additional policies and requirements will be made a part of the terms and conditions of the Contract Agreement):

- Company its parent, subsidiary and affiliated companies will be named as additional insured.
- The policies shall include the following “other insurance” amendment: “This insurance is primary insurance with respect to Company its parent, subsidiary and affiliated companies, and any other insurance maintained by Company its parent, subsidiary or affiliated companies is excess and not contributory with this insurance.”

Waiver of Subrogation: In each of the policies required per the Contract Agreement, bidder agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against Company, its parent, subsidiary, or affiliated companies.

At least five (5) days prior to the commencement of the Work, Contractor shall deliver to Company certificates of insurance on an ACORD 25 or 25S form evidencing the existence of the insurance coverage required per the Contract Agreement. In the event coverage is denied or reimbursement of a properly presented claim is disputed by the carrier for insurance provided in subsections (A) through (E) above, Contractor shall, upon written request, provide Company with a certified copy of the involved insurance policy or policies within ten (10) business days of receipt of such request.

#### **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 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 Company in the Statement of Work or Contract Agreement.

# Exhibit A

## Scope of Work

### Introduction

#### Company

Cherokee Nation Businesses, L.L.C. (CNB), is wholly owned by Cherokee Nation, the largest Native American tribe in the U.S.

CNB, the economic engine of Cherokee Nation, owns companies in the gaming, hospitality, personnel services, distribution, aerospace, manufacturing, telecommunications, technology services, medical equipment, security and defense services, construction and environmental services industries.

CNB currently employs more than 10,000 people. Cherokee Nation and its businesses employ more than 14,000 people in all, making it one of the area's largest employers.

#### Contact

All questions related to this document should be directed by email to Amy Eubanks at [amy.eubanks@cn-bus.com](mailto:amy.eubanks@cn-bus.com) no later than January 2<sup>nd</sup>, 2024 at 5:00 PM CST; these will be addressed during the pre-bid Microsoft Teams conference call at 2:30PM on January 3<sup>rd</sup>, 2024.

### Project Scope & Overview

CNB is seeking a full-service ad agency that has the capabilities to create and develop new branding and strategy for its parks department, Cherokee National Park (CNP); including a brand guide, the building of a new website which will offer reservation capabilities, a marketing mix, including procurement and creation of CNP social pages on various platforms, brand use/positioning optimization, a media-purchase strategy, digital tools, onboarding/training, marketing collaterals and author/implement a marketing plan for CNP to reach brand awareness and visitation goals. The recommended marketing strategy would need to include continued website maintenance, a media mix, continued social media management, brand positioning, multiple campaign level concept pieces for each recommended marketing channel and messaging strategy across all recommended channels, along with costs required to implement the plan.

CNP is in the final stages of completing the first of three phases to allow visitors to enter the Park beginning in June 2024, in Sallisaw, Oklahoma. Once open, the Cherokee National Park will offer RV, cabins, camping and fishing, with future phases offering hiking, horseback riding trails and other recreational and culturally significant events hosted by CNB and Cherokee Nation. CNP will be the first recreational park owned by CNB.

Chosen agency would need to research and understand this location including outdoor and recreational events/activities. This would include natural scenic, historic and business partners and integrate into CNP marketing strategy. The selected agency will provide the following:

The proposed marketing elements should address the following requirements:

1. Development of Branding/Brand Identity:
  - a. Research into other National Parks branding.
  - b. Research & development of mission statements.
  - c. Research & development of logos/branding options portraying the recommended mission and values of CNP.
2. Development/Continued Maintenance of Website:
  - a. Research into other National Parks websites.
  - b. Research into reservation management systems.
3. Proposed Marketing Strategy:
  - a. Research into other National Parks marketing strategies.
  - b. Recommend/author new marketing plan.
  - c. Recommend optimal media purchases (Agency to place upon CNP approval).
  - d. Research & analysis on current outdoor and tourism trends in Oklahoma and across the U.S.
  - e. Research & analysis on current Native American tourism trends.
4. All costs associated with implementing proposed marketing strategy.

The scope of this RFP is to evaluate agencies' abilities to provide an entire marketing campaign for CNP along with branding/website design and development systems against the requirements contained in this document, then select and implement the solution that best fits CNP's requirements. This RFP may be awarded as all-in-one or piece-meal:

## Project Components

- Branding concept creation.
- Website design and development.
  - Reservation Management System implementation.
- Website technical requirements.
- Ongoing website maintenance.
- Development and implementation of marketing and communications strategy.
  - Includes identifying target demographics.
  - Includes Social media strategy.
- Marketing assets creation (to include: photography, copy, etc.).
  - Production costs should be included in bid estimate.

- Social Media page creation and management.
- Implementation of solution.
- All components are subject to revision.

Selected agency from phase 2 bid responses should list the effort, cost and timelines for each of the above components separately. Bids should use May 2024 as a “go live” target date.

### *Brand Concept & Design*

The brand concept & design should address the following requirements:

- Logo creation that encapsulates both the recommended mission and spirit of CNP as a Cherokee owned recreation park and campground.
  - Must include no less than three logo options with vision board supporting recommendations made by agency.
- Provide brand tone and personality.
- Provide no less than three typography/font options.
- Provide no less than three visual styles of photography and graphics per concept.
- Provide recommended messaging for each proposed marketing tactic.
- Provide no less than three tag line options to be used for branding and marketing purposes that matches brand tone.
- Provide a brand guide summarizing all brand standards from approved options that meets CNB standards (CNB to provide example).
  - Including but not limited to: Color Pallets, Typography/Font, Personality, Tone, Voice, supporting reasoning for selections, Icon Symbolism, Usage Rules, etc.

### *Website Design Requirements*

The website design should address the following requirements:

- Preferred website buildout process would be wireframe > grey model > designs > final development > beta testing.
- Provide no less than two website layout options.
- Website must be built on WordPress platform.
- SEO strategy. Detail both your in-house services and what may be contracted.
- Must be a fully responsive and fluid design, compatible with all operating systems, browsers and mobile devices.
- Feature dynamic font and text elements utilizing approved typography.
- Website Must be ADA and 508 compliant.
- Should have the ability to easily add multimedia features such as video content.

- Needs to connect with CNP social media pages and allow for the ability to display social news feeds if desired. Please describe your suggested strategy for social media integration.
- Website should include the following elements in navigation. Including but not limited to:
  - Events & Activities
  - Gallery (Photos of Park and Map(s))
  - Camping (Includes reservation abilities)
  - Contact Us
- The website needs to address layout options on the pages for the Events & Activities and Park Map options for consumers to download.

### *Website Technical Requirements*

- Solution must use a cloud-based Content Management System (CMS).
- IT and Business owners must have admin access to the web servers, databases and CMS.
- CMS must be user friendly and easy to maintain by Cherokee Nation Businesses, with full edit capability and an administrator role. Domain names will stay the same, ancillary web page addresses will be maintained but redirected to centralized domain within this scope.
- Solution should include Google Analytics, as well as any other special analytics solutions offered by agency- share admin access to analytics with CNB.
- Solution must be able to collect form data.
- Solution must be able to display efficient video, and not require third party download to play (example – HTML 5).
- Solution must abide by the regulatory and compliance rules (e.g. HIPAA, ITAR) in protecting electronic information from unauthorized access.
- Must provide role-based security.
- Must offer audit trail capability for tracking access and contribution to the system.
- Utilize single sign-on authentication, as defined by AD group memberships.
- Function with multiple operating systems, such as Windows 7 and above and iOS 8 and above.
- Web-based solutions shall be cross-browser compatible, such as with IE8 and above, Safari, Chrome, and Fire Fox.
- Cloud-based solutions shall provide CNB with a backup and disaster recovery plan, while on-site solutions shall default to the existing CNB disaster recovery plan.
- Site must be built with High Availability so maintenance can be performed without bringing site down.
- Please answer the attached Security Questionnaire.

### *Marketing/Media Strategy & Implementation*

- Recommended objective and communication goals.
  - Including but not limited to identifying target audience/demographics.
- Detailed strategic direction to reach approved target.
  - Including but not limited to breakdown of significant events such as grand opening, events, continued operations and future expansions.
- Recommended media mix for annual campaign to reach approved goals including accompanying costs for each tactic, including but not limited to:
  - Magazine Ads
  - Newspaper Ads
  - :30 & :60 second Radio Ad Scripts
  - Digital/Website Banners
  - Eblasts
  - Pay-per-click Ads
  - Outdoor Boards
  - :15 & :30 second Pre-roll videos (includes scripts and storyboards)
  - Any additional recommended tactics
- Implementation of approved media plan with accompanying timeline.
- Monthly digital reporting
  - Including but not limited to google analytics.

### *Social Media Strategy & Implementation*

- Social media marketing strategy.
- Outline the proposed social media platforms.
- Detailed organic and paid social media strategy that is based on market research of similar entities.
- Videos produced for use on social media platforms.
- Monthly social media calendars.
- Comment monitoring.
  - Agency needs to outline the parameters of how/when comments are monitored and the turnaround time for responding to comments.
- Agency must provide a point of contact for social media inquiries.
- Detailed monthly report on social media statistics.

### *Implementation, On-boarding & Training*

- Outline your proposed implementation schedule, noting which tasks are the responsibility of agency and CNB.
- Explain the onboarding process.
- Agency shall provide hard and soft copy training materials.

- Agency shall provide on-site and virtual training to CNP employees on reservation management system.
- Agency shall state their team's involvement during and after we go live with the solution.

### *Support & Account Management*

- Please explain the type of support provided by the customer service team both during and after the implementation.
  - Provide timeline of full technical support vs ongoing maintenance.
- Determine meeting cadence between CNB and agency both during and after implementation (daily, weekly, monthly, quarterly, on request, etc.).
- Agency must state the process for submitting requests for website enhancements.
- Provide maintenance schedule and reliability standards for the solution.
- Travel expenses, including transportation, meals and lodging will be estimated and approved separately by CNP and reimbursed at cost.

## RFP Submissions

### *Submissions: Phase 1*

Please submit examples of related work for the first stage of the RFP process:

- Statement of qualifications based on previous work.
- Brand guides from past or present work.
- Logo designs from past or present work.
- Website designs from past or present work.
- Outdoor boards.
- Social media posts (organic and paid ads).
- Fully produced pre-roll videos.
- PPC ads from past or present work.
- Print ads.
- Radio scripts.
- Eblasts.
- Any performance analytics on submitted examples, where applicable.
- Time and cost analysis to complete specified work.
- Agency fee structure.

### *Submissions: Phase 2*

Upon CNB reviewing RFP submissions, selected agencies will be contacted to create and present high-level recommendations for the CNP brand in person, including effort, cost, fee structure and timeline overview of requested project components. Agencies should include their approach to working with new clients and the agency's creative process (please be specific). These

presentations should be attended by the senior staff assigned to this account, as well as the defined project leader, who is the agency point of contact.

## Format of Agency Response

Agency responses must address the requirements outlined above, as well as provide the following supporting information:

### Project Proposal & Price

Present the overall scope and projected cost of the proposed implementation effort, detailed by product/service. It should include a brief summary of the strategy in non-technical terms. It should also state specific reasons why the vendor's proposal best satisfies the needs of CNB.

### Company Overview

Company Name

Year Founded

Number of Employees

Office Locations

Geographic Market Area

Primary Industry Serviced

Number of Years Building Websites

Number of Past & Current Clients

### Project Team

Describe the roles and responsibilities of your team that will be involved in the project from analysis, design, build, implementation and operational support.

### References

Please provide at least three references of production partners you have used for previous projects as well as three references of clients who best represent your capabilities as per our requirements, along with at least three additional websites your firm has designed that relate to the outdoor/tourism industry.

### Legal Documents

The following legal documents must be submitted within the bid process. Documents may be found at the end of the RFP in “Legal Documents” section.

- Business Relationship Affidavit
- Non-Collusion Affidavit
- Non-Disclosure Agreement (must be submitted prior to pre-bid call)

## RFP General Information

### RFP Overview

The goal of this Request for Proposal (RFP) is to determine if your services meet the functional and technical needs of CNB. Please feel free to submit any additional information you deem appropriate for this project.

### RFP submission:

All proposals should be sent via email to the following address

[Creativ.4o1h0a28yicv85v0@u.box.com](mailto:Creativ.4o1h0a28yicv85v0@u.box.com) by 5:00 PM on Wednesday, January 22, 2024.

A pre-bid conference call will be held at 2:30 PM CST on Wednesday, January 3<sup>rd</sup>, 2024. The purpose of this call is to allow potential bidders to ask questions and make clarifications about the RFP. **A signed Non-Disclosure Agreement must be returned to CNB prior to attending the pre-bid call.** NDAs are due to Amy Eubanks via email by 5:00 PM CST on Tuesday, January 2<sup>nd</sup>, 2024. If possible, submit your questions via email to [amy.eubanks@cn-bus.com](mailto:amy.eubanks@cn-bus.com) by 5:00 PM CST on Tuesday, January 2<sup>nd</sup>, 2024. Verbal questions will be taken on the call, but it's preferred to have a list of the questions prior to the call.

### RFP Format

This RFP will be posted to the procurement website: [www.cherokeebids.org](http://www.cherokeebids.org). Any amendments, revisions, or other information relevant to the RFP will be posted here as well.

### RFP Timetable

The timetable below is subject to change, but if any modifications to the project time schedule are made, they will be communicated to all bidders in a timely manner.

- December 14<sup>th</sup>, 2023 – RFP Posted to [cherokeebids.org](http://cherokeebids.org) website
- January 2<sup>nd</sup>, 2024 5PM – Signed Non-Disclosure due to CNB via email. This is required to attend pre-bid call.
- January 3<sup>rd</sup>, 2024 – Pre-bid conference call at 2:30 PM CST
- January 22<sup>nd</sup>, 2024 5PM – Bid responses due to CNB
- Within 30 days of bid opening – Vendor de-scope, interviews and demos
- Late- February, 2024 – CNB final selection

## LIMITATIONS ON CONTACTING CNB PERSONNEL

This Request for Proposals is issued by Cherokee Nation Businesses. The contact person listed below is the sole point of contact for this RFP:

**[Amy Eubanks, Sr. Buyer]**

**[amy.eubanks@cn-bus.com]**

**All contact shall be by email only.**

Agencies are prohibited from contacting CNB personnel regarding this solicitation, other than the person identified above. Any occurrence of a violation may result in the disqualification of the agency.

During the RFP period, agencies must not submit any forms of marketing or promotional materials that would raise an agency's profile or give an agency an advantage or benefit not enjoyed by other prospective agencies.

Cover Sheet

Submit this RFP response to:

[insert email address]

[insert subject line text]

RFP Title: **BRANDING AND MARKETING SERVICES**

**NAME OF FIRM, ENTITY, ORGANIZATION:**

**NAME OF CONTACT PERSON:**

**TITLE:**

**PHONE NUMBER:**

**EMAIL:**

**MAILING ADDRESS:**

**CITY:**

**STATE:**

**ZIP CODE:**

**HEADQUARTERS ADDRESS (If different than mailing address):**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):**

**STATE OF OKLAHOMA BUSINESS LICENSE NUMBER (If Applicable):**

**ORGANIZATION STRUCTURE (Please check one):**

Corporation  LLC  Partnership  Proprietorship  Joint Venture  Other

If Corporation or LLC, please provide the following:

(A) Date of incorporation/formation (B) State or Country of incorporation/formation:

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of this RFP and certify that I am authorized to sign this Proposal and that this Proposal is in compliance with all requirements of the Request for Proposals, including but not limited to, certification requirements.

**REQUIRED SIGNATURE**

\_\_\_\_\_  
\_\_\_\_\_

*Authorized Signature (Manual)  
(Print or Type)*

*(Authorized Signature (Print or Type)*

*Title*

**COMPLETE & PRINT FORMS; SIGN THE COVER PAGE; SCAN INTO PDF FORMAT AND EMAIL TO CNB BY 5:00 PM ON DUE DATE.**

## Exhibit B

### Bid Checklist

1. **Cover Page** – Complete this entire document, sign, scan and include with response. **Must be signed.**
2. **Creative Submission** – This section must contain pertinent experience that would substantiate Proposer's qualifications and capabilities to perform the services requested.
3. **Proof of Insurance**
4. **Business Relationship affidavit**
5. **Business Collusion**
6. **Insurance**