



**REQUEST FOR PROPOSAL (RFP)
RFP CNDMK190723-0000 for**

SOLICITATION # CNDFNC-19-0723

You are invited to submit a proposal in accordance with the requirements of the following Request for Proposal (RFP).

Proposals must be received by CND, LLC (CND) no later than the Due Date and Time stated in the table below. RFP responses should include all requested information. This information will be held in confidence and will not be made available to other vendors. Likewise, the vendor agrees to hold in confidence any and all information included in this RFP and will not disclose to a third party any part of this RFP, except as necessary to generate a response to this RFP. CNRW reserves the right to reject all responses. The vendor is responsible for all costs they incur in preparing their response to this RFP.

Issue Date:	July 24, 2019
Due Date and Time:	August 1, 2019, 12PM Central Time
Point(s) of Contact:	Technical Questions: CNB Facilities Maintenance Manager <ul style="list-style-type: none">• carl.patterson@cherokee-corp.com Bid Questions & Response: CNB Diversified Businesses Procurement Facilities Maintenance Manager <ul style="list-style-type: none">• michael.kelly@cn-bus.com
Submission:	Vendors may submit their RFP responses via e-mail with the subject title of "CNDFNC-19-0723 " to the following email address: michael.kelly@cn-bus.com
Award Criteria:	RFP will be awarded, based upon receiving a proposal that falls within budget, to the vendor whose proposal meets all technical requirements and provides the best overall total value to CND, LLC.

General Instructions

Services Required:

CND is making changes to its manufacturing layout which will require new fencing to segregate areas within the facility located at 1 Cherokee Cir, Stilwell, OK 74960. This will require new equipment as outlined within the scope of work and the onsite tour which will occur on Wednesday July 30 at 10:00 AM lead by Carl Patterson.

Types of Services - This is a Firm Fixed Price Proposal.

Description of Scope of Work:

- Approximately 220 feet – 6 to 7 foot tall fencing.
 - Proposed fencing may be panels or black chain link style.
- Will require no less than two gates.
- Fencing must be constructed to facilitate secure installation to the floor to avoid injury to personnel or products.
- Labor to complete job.

Response Format and Content:



1. Technical Proposal

- a. Specs on all equipment shall be provided with quote.

2. Past Performance

- a. References required.

3. Pricing - Provide the following pricing information:

- a. CND requires pricing by line item (price & quantity) with labor shown as a separate item (rate & hours).
- b. Period of Performance – expectation is work will commence as soon as possible with completion being 15 days beyond the longest lead time item within the scope of work.
- c. Freight - Include freight cost, if required, as a separate line item with detailed breakdown.

- Tax: CND will be exempt from taxes for this project; awarded supplier will be provided tax exemption.
- Subcontract Clauses: Note that any subcontract shall include clauses in the prime contract that are required to flow to subcontractors.
- Additional Requirements: Successful bidder will be obligated to comply with RFP Attachment No. 1 - Terms & Conditions – Construction.
- Cover Letter: Your response shall be accompanied by a letter of transmittal prepared on your company letterhead and signed by an individual authorized to commit the company. The cover letter shall commit vendor to complying with all requirements contained or referenced herein and identify the following:
 - a. CNRW RFP number CNDMLK190723-0000
 - b. The name, address, and telephone number of your company
 - c. Names, titles, telephone and facsimile numbers, and email addresses of persons authorized to negotiate on your company's behalf
 - d. Name, title, and signature of the person authorized to commit the company
 - e. Qualification submittals identified above
 - f. Provide DUNS # and CAGE Code
 - g. To receive preference, bidder must be TERO certified through the Cherokee Nation Tribal Employment Rights Office, proof of certification must accompany response

Quote shall be valid for 120 days after date of submission.

- Basis for Award: CND anticipates the award of a Subcontract under this RFP. However, CND reserves the right to:
 - Reject any or all proposals received in response to this solicitation;
 - Waive any informalities and minor irregularities in proposals received;
 - Negotiate separately with any Offeror;
 - Award or supply fencing separate from associated assembly/installation labor & materials (anchoring hardware and associated equipment required to perform);
 - Cancel this solicitation in its entirety;
 - Make an award without discussions

- Addenda: The right is reserved, at CND's discretion, to revise or amend any of the documents contained herein.



An addendum, or addenda, to this RFP, if any, will announce such revisions and amendments. Copies of such addenda will be furnished to prospective Offerors. If revisions and amendments require material changes in quantities or prices, or both, the due date set for quotation opening may be extended, at the sole discretion of CND. As required, such addendum will include an announcement of the revised due date for receiving proposals. (Addenda may be in the form of an e-mail, fax or a formal RFP Amendment at CND's discretion)

This RFP does not constitute a commitment to a Subcontract Agreement.

Attachments to this RFP are listed as follows:

- a. **RFP Attachment No. 1** – Terms & Conditions - Construction

Terms & Conditions Commercial Services

1. Parties. For the purposes of this order (“Order”), Buyer shall refer to the party identified under “Bill To” and Seller shall refer to the party identified under “Order To.”

2. Acceptance. This Order is subject to immediate acceptance. Until so accepted, Buyer reserves the right to cancel without penalty. Acceptance of the Order by Seller will be by either (a) a signed written acceptance, or (b) any performance by the Seller.

3. Entire Agreement. The Order as executed by Buyer constitutes the entire agreement between the parties. This Order can be changed only by a written instrument duly executed by an authorized representative of Buyer. If the parties have previously entered into a valid written subcontract which is currently in effect covering the items described in the Order, or are otherwise subject to separate terms and conditions as a result of a subcontracting relationship, then the written contract or terms and conditions of the subcontract relationship shall control and supersede any terms or conditions herein that are in conflict with such subcontract, but all other terms and conditions of the Order shall remain in effect.

Buyer hereby objects to and rejects any inconsistent terms contained in any acknowledgement, invoice or other communication from Seller and thus the parties agree that such inconsistent terms shall not be part of this Order. Buyer’s acceptance, payment or any similar act shall not be deemed as agreement to Seller’s inconsistent terms. Seller and Buyer agree that the Order shall supersede all prior or contemporaneous understandings, agreements (other than a subcontract), negotiations, representations and warranties, and communications, both written and oral, between the parties with respect to the subject matter of the Order. The Order expressly limits Seller’s acceptance to the terms of the Order, which shall prevail over any terms or conditions contained in any other document, and expressly exclude any of Seller’s general terms and conditions of sale or any other document issued by Seller in connection with the Order.

4. Services. Seller shall provide the services as identified in the Order (“Services”) to Buyer in accordance with these terms and conditions.

5. Time is of the Essence. Time is of the essence with respect to Seller’s obligations hereunder. Prompt and timely performance of all such obligations, including all performance dates, timetables, project milestones, and other requirements in the Order is strictly required.

6. Obligations. Seller shall, at all times during the term of the Order, maintain all licenses and certifications necessary to comply with relevant laws and regulations applicable to provision of the Services. Seller shall strictly

observe, comply with, and give all notices required by, all local, municipal, state, and federal laws, ordinances, rules, directives, Orders, and regulations related to the Services.

Seller shall also ensure that any employee or agent acting on behalf of Seller in performing the Services is properly licensed, certified, or accredited as required by applicable law, and are suitably skilled, experienced, and qualified to perform the Services. In consideration for the satisfactory provision of the Services by Seller, Buyer agrees to pay the fees set forth in the Order.

7. Changes. Buyer reserves the right to make changes in writing to descriptions as to the Services, scheduled performance dates, and other obligations. Seller shall notify Buyer of any proposed changes to the services covered by the order, including but not limited to changes to the materials and/or processes, and obtain prior written approval before the implementation of such change. Any difference in price or time for performance resulting from such changes shall be equitably adjusted at the time of such change, and the Order shall be modified in writing accordingly.

8. Buyer’s Property, Tooling, and Other Articles for the Provision of Services. Unless otherwise specified in the Order, all tooling and all other articles required for the performance of the Services shall be furnished by Seller and shall be properly maintained and replaced when necessary at Seller’s expense.

If Buyer agrees to pay Seller for such tooling and other articles, or any other property, either separately or as a stated part of the price of the Services, title to same shall pass to Buyer upon (a) commencement of processing for use in performance of the Order, or (b) Buyer’s payment therefor, whichever occurs first. Title to any property furnished by Buyer to Seller that Buyer already held title to shall remain with Buyer. Any such tooling, other articles, or other property shall be used only in the performance of the Order unless otherwise provided in writing by Buyer.

Seller agrees to follow normal industrial practice in the preparation and maintenance of pertinent property control records and shall make such records available for inspection by Buyer at all reasonable times. Seller shall store, protect, preserve, repair, and maintain such property in accordance with sound industrial practice, all at Seller’s expense. In the event that Buyer’s property becomes lost or damaged to any extent for any cause while in Seller’s possession, Seller agrees to replace or repair such property, at Seller’s expense, in accordance with Buyer’s request.

After completion or termination of the Order and upon the request of Buyer, Seller shall furnish a list of such

Buyer's property in the form requested by Buyer and shall make such property available for disposition by Buyer. Buyer may, at its sole discretion and by written notice, divest itself of title in favor of Seller.

9. Invoicing Instructions. Itemized invoices shall be emailed or mailed to Buyer at the address as noted on the Order. All invoices must reference the Order number.

10. Confidential Information. Seller shall treat all information Buyer furnishes as a result or regarding this Order as confidential, included but not limited to drawings, materials, records, data, personnel information, policies, procedures, models, analyses, processes, interpretations, commercial, contractual and financial information. Seller will take care to protect such confidential information, shall not to disclose the information to any third parties, and shall return the information to Buyer or destroy the information as directed and requested by Buyer. Seller shall only use the confidential information to the extent necessary to comply with its obligations under this Order.

11. Representations and Warranties. Seller represents and warrants to Buyer that (a) Seller shall perform the Services using personnel of the required skill, experience, and qualifications in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet Seller's obligations under the Order; (b) Seller is in compliance with, and shall perform the Services in compliance with, all applicable laws; (c) Buyer will receive good and valid title to all deliverables, free and clear of all encumbrances and liens of any kind; and (d) the provision of the Services by Seller will not infringe any intellectual property right of any third party.

12. Warranties Cumulative. The warranties set forth in Section 11 are cumulative and in addition to any other warranty provided by seller, law or equity. These warranties survive any inspection, test, acceptance of, use or payment for the Services by Buyer. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Services with the foregoing warranties.

13. Failure of Seller to Perform. If Seller fails in any respect to comply herewith or with any other contracts then existing with Buyer, Buyer at its option may terminate the Order and any other contracts with Seller without incurring any liability whatsoever. Further, Buyer at its option may defer further use of the Services or any such other contract pending compliance by Seller with this Order or such other contract. Buyer's rights pursuant to this provision shall be in addition to any and all other legal or equitable remedies available to it.

14. Termination for Convenience. Buyer may at any time terminate the Order in whole or in part for its convenience upon written notice to Seller, in which event Seller shall be entitled to reasonable termination charges consisting of a percentage of the Order price reflecting the percentage of the work performed prior to termination, plus

any reasonably incurred settlement expenses. In no event shall Buyer's obligation under this Section exceed the Order value of the Services terminated. In such case, after making the corresponding payment, Buyer shall have the right, but not the obligation, to take title to the progress made by Seller in relation to the Services as of the date of termination.

15. Stop-Work Order. The Buyer may, at any time, by written order to the Seller, require the Seller to stop all, or any part, of the Services ("Stop-Work Order") for a period of 90 days after the Stop-Work Order is delivered to the Seller, and for any further period to which the parties may agree. The Stop-Work Order shall be specifically identified as such issued under this clause. Upon receipt of the Stop-Work Order, the Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Order during the period of work stoppage. Within a period of 90 days after a Stop-Work Order is delivered to the Seller, or within any extension of that period to which the parties shall have agreed, the Buyer shall either (a) cancel the Stop-Work Order; or (b) terminate the work covered by the Stop-Work Order.

16. Termination for Default. Buyer may terminate the Order in whole or in part for default and without incurring any liability whatsoever, in the event of the occurrence of any of the following: (1) Insolvency of the Seller.: For purposes of this Section and Section 23 below, Seller shall be deemed to be "Insolvent" in the following situations: (a) if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not and whether insolvent within the meaning of the Federal Bankruptcy Act or any other applicable law or not; (b) the filing of a voluntary petition to have Seller declared bankrupt, provided the bankruptcy court approves such termination, to the extent required by the bankruptcy court; (c) the appointment of a receiver or trustee for Seller, or (d) the execution by Seller of an assignment for the benefit of creditors; or (2) Failure of Seller per the terms of the Order to (a) perform the Services within the time specified in the Order and any authorized extension, (b) make progress so as to endanger the performance of the Order, or (c) perform to any other substantive or material provisions of the Order. In the event of a termination for default under (2) of this Section, Buyer may procure or otherwise obtain, upon such terms and in such manner as Buyer may deem appropriate, Services similar to those terminated, and Seller shall be liable to Buyer for any excess costs of such similar Services. The Seller shall diligently proceed with performance of any portion of the work not terminated as per the provisions of this Order. If, after a termination for default under this Section, it is determined that Seller was not in default, the termination will be deemed for Buyer's convenience and the rights and obligations of the parties will be set forth in Section 14.

17. Compliance with Laws. Seller shall strictly observe, comply with, and give all notices required by, all local, municipal, state, and federal laws, ordinances, rules, directives, orders, and regulations related to this Order or the Services covered by this Order.

18. Governing Law. The rights and obligations of the parties to this agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, without regard to its choice of law provisions.

THE PROVISIONS AND APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS ARE EXPRESSLY EXCLUDED BY THE PARTIES.

19. INDEMNITY. SELLER SHALL DEFEND, INDEMNIFY, AND HOLD BUYER, AND BUYER'S AFFILIATES, SUBSIDIARIES, SUCCESSORS, AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, SUITS, JUDGMENTS, FINES, PENALTIES, OR ANY OTHER LOSS INCLUDING COSTS, EXPENSES AND ATTORNEYS' FEES ARISING OUT OF OR OCCURRING IN CONNECTION WITH SELLER'S BREACH OF THE TERMS AND CONDITIONS OF THE ORDER, SELLER'S BREACH OF ANY WARRANTY MADE IN THE ORDER, SELLER'S INFRINGEMENT OR VIOLATION OF THE RIGHT OF ANY PERSON, SUCH AS UNDER ANY PATENT, TRADEMARK OR COPYRIGHT LAWS, AND/OR SELLER'S NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS ARISING OUT OF OR RELATING IN ANY WAY TO THIS ORDER. ALL INDEMNIFICATION OBLIGATIONS OF SELLER SHALL EXTEND TO THE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OF THE BUYER AND SHALL CONTINUE NOTWITHSTANDING COMPLETION, ACCEPTANCE OR PAYMENT RELATING TO THE ORDER.

20. Intellectual Property.

For purposes of this Order, Intellectual Property shall include but will not be limited to all ideas, discoveries, concepts, trademarks registered or not, all the inventions (patented or not), industrial designs, utility models, commercial names, such as all type of patrimonial rights of works and creations protected under the applicable laws regarding copyrights and other forms of intellectual property or industrial property recognized or that may be recognized by the applicable laws. Nothing in this Order is intended to confer on the Seller any rights (of ownership, use, transfer or otherwise) on the Intellectual Property rights of the Buyer. The Seller assumes the obligation not to use, commercialize, distribute, assign, donate, or in any other way dispose of any Intellectual Property owned by the Buyer. All Intellectual Property rights created or generated as a result of the performance of the parties' obligations in this Order shall solely belong in full ownership to the owner of the Intellectual Property rights that such new rights derive from.

If there are reasonable doubts on the source of the new Intellectual Property rights, the parties agree that such rights will belong to the Buyer.

SELLER AGREES, AT ITS OWN EXPENSE, TO DEFEND ANY SUIT OR ACTION AGAINST BUYER OR AGAINST THOSE USING THE SERVICES FOR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT (INCLUDING BUT NOT LIMITED TO PATENTS OR INVENTION RIGHTS) ARISING FROM THE USE OF THE SERVICES, AND TO INDEMNIFY AND SAVE BUYER HARMLESS FROM ANY DAMAGES, LIABILITIES, CLAIMS, LOSSES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) PAID OR INCURRED BY BUYER IN CONNECTION WITH ANY SUCH SUIT OR ACTION, WHETHER AGAINST BUYER OR AGAINST THOSE USING THE SERVICES.

21. Assignability. Neither the Order nor any right or duty pursuant to the Order shall be assignable or delegable in whole or in part by Seller or by operation of law, without the prior written consent of the Buyer. Any such purported assignment without such consent shall be void. Buyer shall have the right to assign the rights or delegate the duties arising from this Order to any third party without the approval of the Seller, by providing written notice of the corresponding assignment or delegation to Seller.

22. Force Majeure. Strikes, fire, accidents or other causes beyond the reasonable control of Buyer, which shall affect Buyer's ability to receive the Services, shall constitute valid ground for suspension of the Services without penalty to Buyer. Buyer shall notify Seller by email or letter. Buyer will not exercise this cancellation right without reimbursement to Seller for expenditures actually made for labor and materials specifically for the Order.

23. Insolvency. Buyer reserves the right to terminate all or any part of the Order as per the provisions of Section 16 above, in the event Seller becomes Insolvent or involved in insolvency proceedings, including without limitation, an assignment for the benefit of creditors, and Seller agrees to immediately notify Buyer in writing regarding the occurrence of any of these events.

24. Section Modification Required by Buyer's Customer. Seller agrees to incorporate into the Order any revised section or additional section as Buyer may reasonably deem necessary to enable Buyer to comply with the provisions of the higher-tier contract with any of Buyer's clients or customers, which originated the need for executing this Order and any modifications thereto. If any such revised section or additional section causes any increase or decrease in the cost of or time required for performance of the Order, an equitable adjustment shall be made in accordance with the procedures of Section 7 hereof.

25. Waivers. Waiver by either party of any default hereunder by the other party shall not be deemed waiver of any subsequent default.

26. Conflict of Interest. Seller will not use any funds received under the Order for illegal or otherwise “improper” purposes related to the purchase commitment. Seller will not pay any commissions, fees or rebates to any employee of the Buyer, nor favor any employee of the Buyer with gifts or entertainment of significant cost or value. If the Buyer has reasonable cause to believe that one of the above provisions has been violated, the Buyer, or its representative, may audit the records of the Seller for the sole purpose of establishing compliance with such provisions.

27. Insurance. Seller may not commence work (including on-site performance of the Services) until certificates of insurance are submitted to Buyer in a form acceptable to Buyer. By acknowledgement or commencement of work, Seller accepts Buyer’s standard terms and conditions relating to insurance, which are attached to the Order as Attachment A and terms are specifically incorporated herein. Based upon the Order, additional coverages or increase of limits could be required.

28. LIMITATION OF LIABILITY. IN NO EVENT SHALL BUYER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR LOSS OF ANTICIPATED PROFITS SUSTAINED BY SELLER, ITS SUBCONTRACTORS OR ANY RELATED THIRD PARTY REGARDLESS OF THE FORESEEABILITY OF SUCH DAMAGES AND THE LEGAL THEORY APPLICABLE TO THE SPECIFIC SITUATION.

29. Attorney’s Fees. In any legal action initiated by Buyer relating to the Order, Buyer, if it prevails in such action, shall be entitled to recovery of all its costs incurred in such legal proceeding, including reasonable legal fees, expenses, court costs, and witness, expert and consulting fees.

30. Payment Terms. Unless otherwise stated on the Order, payment terms are net thirty (30) days. Under these terms and conditions “net thirty” means the check will be issued on the thirtieth (30th) day after the latter of the invoice that complies with the requirements of this Order and the applicable laws or delivery date.

31. Import and Export Compliance. Seller shall comply with all applicable import and export laws and regulations of the United States and all other countries involved in the transactions contemplated by this Order, including but not limited to the following: 22 U.S.C. § 2751 et seq. (Arms Export Control Act); 22 C.F.R. §§ 120-130 (International Traffic in Arms Regulations); Export Administration Act (50 U.S.C. § 2401 et seq.); Export Administration Regulations (15 C.F.R. §§ 768-799); Buy American Act (41 U.S.C. §§ 8301-8305); and their successor and supplemental laws and regulations. Seller represents and warrants that it is either (a) a U.S. Person as that term is defined under such applicable laws and regulations or (b) has disclosed to Buyer in writing the country in which it is incorporated or otherwise organized to

do business, or if a natural person, all citizenships and U.S. immigration status.

32. Taxes. Seller's prices shall be exclusive of any federal, state, or local sales, use, or excise taxes levied upon, or measured by, the sale, the sales price, or use of Services required in the performance of the Order. Seller shall list separately on its invoice (or voucher) any such tax lawfully applicable to any such goods, and payable by Buyer, with respect to which Buyer does not furnish to Seller lawful evidence of exemption. Seller shall comply with any reasonable request by Buyer regarding payments under protest, and regarding any refunds, claims, litigation, or proceedings with respect to any such taxes and shall make appropriate adjustments to afford Buyer the benefit of any refund or reduction in such taxes.

**ATTACHMENT A
INSURANCE REQUIREMENTS**

Seller will carry or cause to be carried and maintained in force throughout the entire term of this Order insurance coverages as described in paragraphs (A) through (D) below with insurance companies acceptable to Buyer. The limits set forth below are minimum limits and will not be construed to limit Seller's liability. All costs and deductible amounts will be for the sole account of the Seller.

(A) Workers' Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, whether or not Seller is required by such laws to maintain such insurance, and Employer's Liability with limits of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 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.

(D) Based upon the Order, additional coverages or increase of limits could be required.

CERTIFICATE OF LIABILITY INSURANCE		OP ID: DF DATE (MM/DD/YYYY) 04/04/12
<small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</small>		
<small>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</small>		
PRODUCER	CONTACT NAME _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No) _____ EMAIL _____ ADDRESS _____ PRODUCER CUSTOMER ID# _____	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A : _____ INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____	NAIC # _____
COVERAGES CERTIFICATE NUMBER: _____ REVISION NUMBER: _____		
<small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small>		
NSR LTR	TYPE OF INSURANCE	ADOL SUBR NSR INVO
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	X X
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X X
B	UMBRELLA LIAE <input type="checkbox"/> EXCESS LIAE <input type="checkbox"/> OCCUR <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> CLAIMS-MADE <small>RETENTION \$ _____</small> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <small>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/DIRECTOR EXCLUDED? (Mandatory in NH)</small> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>If yes, describe under DESCRIPTION OF OPERATIONS below</small>	N/A X
<small>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Cherokee Nation Businesses, L.L.C. named as additional insured on the General Liability and Commercial Auto policies as pertains to work performed by the insured. In addition a waiver of subrogation in favor of Cherokee Nation Businesses, L.L.C. applies to all policies as pertains to work performed by insured. A 30 day cancellation clause will also apply in their favor.</small>		
CERTIFICATE HOLDER Cherokee Nation Businesses L.L.C. (and applicable Subsidiaries) Attn: Risk Management Department 777 West Cherokee St Catoosa, OK 74015		CANCELLATION <small>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</small> AUTHORIZED REPRESENTATIVE _____

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In each of the above described policies, Seller agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against Buyer its parent, subsidiary, or affiliated companies.

Under the policies described in (B) and (C) above, Buyer its parent, subsidiary and affiliated companies will be named as additional insureds as respects Seller's operations and as respects any work performed under this Order. Any costs associated with naming these additional insureds is included in the Order cost. The policies described in (B) and (C) above will include the following "other insurance" amendment: "This insurance is primary insurance with respect to Buyer its parent, subsidiary and affiliated companies, and any other insurance maintained by Buyer 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 Buyer from the insurance company thirty (30) days in advance of any such non-renewal or cancellation. Prior to commencing the work hereunder, Seller will deliver to Buyer 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 Order, Seller agrees, upon request of Buyer, to submit the original or a certified copy of its insurance policies for inspection by Buyer.

Buyer 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 Seller, or their employees, servants or agents, other than property which becomes a part of the Order work.