



**CHEROKEE NATION ENTERTAINMENT, L.L.C.**

**REQUEST FOR PROPOSAL (“RFP”)**

**PROJECT NAME: e-Learning for Compliance**

**RFP NUMBER: 149671**

**DATED: January 19, 2022**

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## SECTION I

### SOLICITATION TO BID CHEROKEE NATION ENTERTAINMENT, L.L.C. PROJECT NAME: e-Learning for Compliance

Sealed bids are being solicited by Cherokee Nation Entertainment, L.L.C. or the Cherokee Nation Entertainment, L.L.C. wholly-owned entity identified in the attached Statement of Work (“Company”) for an e-Learning for Compliance solution and implementation partner for its Compliance Department. CNE plans to select an e-Learning Solution and implementation partner that can help meet our Business Objectives. Due to specific regulatory requirements for CNE’s gaming facilities, CNE needs an e-Learning solution that allows CNE to develop in-house training programs for its employees. CNE also needs the ability to measure the success of these training programs through training data analytics in order to create effective training methods and ensure compliance with the laws and regulations that affect its gaming facilities

Due to COVID-19 all bids shall be submitted by email using the following Box address [RFPeLea.lqldbwuqaq0dc99t@u.box.com](mailto:RFPeLea.lqldbwuqaq0dc99t@u.box.com). **We are not accepting bids in person or by mail.** All proposals shall be submitted to this Box 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. **The confidentiality agreement contained within this RFP must be sent to [talia.myres@cnent.com](mailto:talia.myres@cnent.com) in advance to obtain information for attending the mandatory bid meeting. The vendor security questionnaire must be returned with your RFP submission.**

## **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. or Cherokee Nation Entertainment, L.L.C or the Cherokee Nation Entertainment, 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 shall make its bid by inserting the bidder's figure in the applicable blanks of the Bid Response provided in the Statement of Work, by initialing those inserted figures, by completing any forms, and by returning the completed Bid Schedule to the Company.
- 4.02 The bidder must furnish with its bid, a completed, signed and notarized Business Relationship Affidavit, a copy of which is included in the RFP Documents as Section IV.
- 4.03 The bidder must furnish with its bid, a completed, signed and notarized Non-Collusion Affidavit, a copy of which is included in the RFP Documents as Section V.
- 4.04 This procurement may be subject to Cherokee Nation Gaming Commission (“CNGC”) policies and procedures. In the event CNGC licensing is applicable, the successful vendor(s) shall be responsible for obtaining all licenses required by CNGC. CNGC licensing requirements may include licensing fees as well as security and background checks of vendor(s) employees. Current policies and procedures can be found on the Cherokee Nation website or by contacting the CNGC office at 918-431-4116.
- 4.09 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.
- 4.10 All names on the Bid Schedule must be typed or printed below the signature.
- 4.11 The Bid Schedule shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Schedule).
- 4.12 The address to which communications regarding the Bid Schedule are to be directed must be shown.
- 4.13 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.

#### **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 ENTERTAINMENT, LLC Bid – e-Learning for Compliance

Sealed proposals are being solicited by Cherokee Nation Entertainment, L.L.C. or the Cherokee Nation Entertainment, L.L.C. wholly-owned entity as identified in the Statement of Work, attached hereto and incorporated herein as Exhibit “A” for an e-Learning for Compliance solution and implementation partner for its Compliance Department. CNE plans to select an e-Learning Solution and implementation partner that can help meet our Business Objectives. Due to specific regulatory requirements for CNE’s gaming facilities, CNE needs an e-Learning solution that allows CNE to develop in-house training programs for its employees. CNE also needs the ability to measure the success of these training programs through training data analytics in order to create effective training methods and ensure compliance with the laws and regulations that affect its gaming facilities. Contact the Buyer, via e-mail only, to answer any questions regarding the bid.

Due to COVID-19 all bids shall be submitted by email using the following Box address [RFPeLea.lqldbwuqag0dc99t@u.box.com](mailto:RFPeLea.lqldbwuqag0dc99t@u.box.com). We are not accepting bids in person or by mail. All proposals shall be submitted to this Box address.

The bidder must supply all the information required by the RFP Documents, hereinafter defined. The confidentiality agreement contained within this RFP must be sent to [talia.myres@cnen.com](mailto:talia.myres@cnen.com) in advance to obtain information for attending the mandatory bid meeting. The vendor security questionnaire must be returned with your RFP submission.

### 1.3 Project Objective

#### 1.31 Overview

Cherokee Nation Entertainment (CNE) is currently in the process of selecting an e-Learning Solution and implementation partner for its Compliance Department. CNE plans to select an e-Learning Solution and implementation partner that can help meet our Business Objectives. Due to specific regulatory requirements for CNE’s gaming facilities, CNE needs an e-Learning solution that allows CNE to develop in-house training programs for its employees. CNE also needs the ability to measure the success of these training programs through training data analytics in order to create effective training methods and ensure compliance with the laws and regulations that affect its gaming facilities.

#### 1.32 Business Objectives:

- BO-1: Analytics- scoring, testing and reporting capabilities that allow analysis of data to better understand learners
- BO-2: Storage and tracking of learning capability
- BO-3: Mobile learning - ability to utilize learning via mobile devices with multiple formats

BO-4: Supplement existing training systems for Regulatory and OJD training

1.33 e-Learning Solution Features

<i>Number</i>	<i>Client Features</i>	<i>Priority</i>
<b>Learning Environment</b>		
F-1:	Search functionality allowing learners to find specific courses, materials based on keywords, title, delivery format, and other tagged identifiers.	Mandatory
F-2:	Individualized learning plan, course catalog available for learner to view.	Mandatory
F-3:	Courses have standard attributes regardless of delivery mechanism including: - Title - Description - Length/duration - Prerequisites (if applicable)	Mandatory
F-4:	Repeatable creation of events based off a standard course template (e.g. number of days, min/max enrollees, title, description)	Mandatory
F-5:	Learners can enroll or request enrollment in course or have the option to cancel their enrollment	Mandatory
F-6:	Learners can review their learning history/completed work	Mandatory
F-7:	Support for multiple catalogs	High
F-8:	Transcripts (viewable by learners)	Mandatory
F-9:	Curriculum can set by courses	High
F-10:	Learners can view entire catalog and select own courses	Mandatory
F-11:	Learners can be assigned materials, videos, etc.	Mandatory
F-12:	Learners can download materials, etc.	Mandatory
<b>Course Upload Types</b>		
F-13:	Upload 3rd party authoring tool content (ex: Captivate, Lectora etc.)	Mandatory
F-14:	Upload PowerPoint	Mandatory
F-15:	LMS can accept 3rd party content by different providers (ex: SkillSoft, BLR, Rockhurst)	Mandatory
F-16:	Video (the course is a video)	Mandatory
<b>Compliance Standards</b>		
F-17:	SCORM	Mandatory
F-18:	SCORM 1.2	Mandatory
F-19:	SCORM 2004	Mandatory
F-20:	AICC	Mandatory
F-21:	Tin Can API	Mandatory

<b>General</b>		
F-22:	Ability to use Company specific domain (CNE)	Mandatory
F-23:	Skinned – Ability to use our own CNE branding & color scheme (Web & Mobile)	Mandatory
F-24:	Ability to use our own logos	Mandatory
F-25:	File repository (resource library – ability to add docs, PDFs, video, audio, etc.)	Mandatory
F-26:	Learner self-registration	High
F-27:	ADA 508 compliant	High
F-28:	Accepts 3 <sup>rd</sup> party APIs (provided by client) Example: You have Survey Monkey and want to include it into your LMS	Mandatory
F-29:	Learning Record Storage	Nice to have
<b>Event Management</b>		
F-30:	Calendar viewable on learner home page for scheduled courses	High
F-31:	Waitlist: Learner drop out, next learner is auto registered and/or notified via e-mail to register	Mandatory
F-32:	Learners can click on calendar, see event and register directly	High
<b>Notifications</b>		
F-33:	Upon registration of courses, events (webinars/seminars, etc.)	Mandatory
F-34:	Automatic and customizable email notifications	Mandatory
F-35:	Auto reminders via e-mail	Mandatory
F-36:	Can send emails within system	Mandatory
F-37:	Ability to post Announcements/News via email or Home Page	High
<b>Administrator</b>		
F-38:	Ability to customize Administrator home dashboard (ex: Analytics, Graphs etc.)	Mandatory
F-39:	Allow administrators to create, modify and cancel a course	Mandatory
F-40:	Allow administrators to view all class offerings of a course	Mandatory
F-41:	Learner Groups – Assign users to groups, can assign X number to X number of courses, Y to a different number of courses or course	Mandatory
F-42:	Learning plan can be assigned by job role, location, department	Mandatory
F-43:	Allow administrators to set multiple levels of approval (e.g., no approval needed, supervisor approval, instructor approval, etc.)	Mandatory
F-44:	Allow administrator and/or tech team to load learner learning history via batch import	Mandatory

F-45:	Allow administrators to track attendance status (e.g., no show, cancelled, attended) of all types of training	Mandatory
F-46:	Assign and enforce access based on Learner Groups & Manager Levels	Mandatory
F-47:	Create Learner Groups through defined attributes (e.g. organization, departments, country, etc.)	Mandatory
F-48:	Administrator can limit access to catalog items based on Learner Group (i.e. job role, location, customer, partner, etc)	Mandatory
F-49:	Provide multiple levels of administrative access and privileges	Mandatory
F-50:	Batch upload of courses (from previous LMS/learning platform) (if applicable)	Nice to have
F-51:	Batch upload of Learner Groups	Nice to have
F-52:	Ability for Admin to define page layout (ex: change labels/tabs)	High
<b>Manager Area</b>		
F-53:	Manager can see their team in a manager dashboard or view	High
F-54:	Manager can assign training to team and/or individuals	Mandatory
F-55:	Manager can manage training of indirect or virtual reports	High
F-56:	Graphs, Histograms on home dashboard for Managers	Nice to have
F-57:	Manager can add/reject/update/approve learners/users	Mandatory
F-58:	Manager can view user/learner profiles	Mandatory
<b>Instructor Area</b>		
F-59:	Allow instructors access to course enrollment information	Mandatory
F-60:	Instructor Dashboard (ex: scheduled classes, enrollees etc.)	High
F-61:	Allow instructors ability to add/enroll attendees to classes	High
F-62:	Allow instructors ability to print rosters, send emails to participants and update course attendance post class	Mandatory
<b>Mobile</b>		
F-63:	Can view LMS and take courses/content via mobile web browser	Mandatory
F-64:	Supports HTML5 Courses	Mandatory
F-65:	Instructor/Manager/Employee view of courses	High
F-66:	Ability for Instructor/Manager to add/approve/reject/update courses	High
F-67:	Can be viewed on any tablet via web browser	Mandatory
F-68:	Viewed in any mobile web browser	Mandatory
F-69:	Reporting Dashboard format	High
<b>Integration</b>		

F-70:	Ability to import HRS employee demographics & job details to eLearning – multiple times per day. Ability to define schedule of data import.	Mandatory
F-71:	Ability to export pre-defined eLearning data to other systems	Mandatory
F-72:	Ability to load historical compliance transcript data	Mandatory
<b>Assessment/Survey</b>		
F-73:	Question types (M/C, T/F)	Mandatory
F-74:	Interactive knowledge check (Matching, Hot Spot)	Mandatory
F-75:	Multiple Answers	Mandatory
F-76:	Essay	Mandatory
F-77:	Quiz can be audio/video/image based	Mandatory
F-78:	Questions can be randomized	Mandatory
F-79:	Quiz bank	Mandatory
F-80:	Can leave comments/responses when learner answers correctly or incorrectly	Mandatory
F-81:	Limit the number of times assessment can be launched	Mandatory
F-82:	Ability to weight and grade individual questions within an assessment	Mandatory
F-83:	Timed Questions/Assessments	Mandatory
F-84:	Analytics on test results (commonly missed questions by test & Learner Groups.)	Mandatory
<b>Languages</b>		
F-85:	English	Mandatory
F-86:	Multiple languages	Nice to have
<b>User Interface</b>		
F-87:	Easy to use	Mandatory
F-88:	Visually Clean	Mandatory
F-89:	Administration side - easy to use, simplicity	Mandatory
F-90:	Ability for each employee to personalize their home page	High
<b>Reports</b>		
F-91:	Ability to schedule and email reports	Mandatory
F-92:	Ability to report on question level data from surveys and assessments/tests	Mandatory
F-93:	Ability to add filters to view reports on dashboards	High
F-94:	Export data as tab delimited, xls, html, csv, pdf	Mandatory
F-95:	Ability to create/customize reports from multiple tables of data, including analytics	Mandatory
F-96:	SQL Query Option	Mandatory
<b>Security/Technical</b>		
F-97:	Access control via IP Filtering	Mandatory

F-98:	ISO 27001 Certification	Mandatory
F-99:	Safe Harbor Certified	Mandatory
F-100:	FISMA requirements	Mandatory
F-101:	Integrated with Active Directory for users accounts and password authentication	Mandatory
F-102:	File upload anti-virus/malware check	Mandatory
F-103:	Encryption - based on user password per authentication	Mandatory
F-104:	Single Sign On capability via Windows Authentication if local or SAML 2.0 if cloud based (Okta IDM Integration)	High
F-105:	Allow administrators to create and assign system roles via Active Directory Groups	Mandatory
<b>Additional Features</b>		
F-106:	24/7 support	Mandatory
F-107:	Certificates	Mandatory
F-108:	Certificate templates	Mandatory
F-109:	Audit Trail	Mandatory

### 1.34 Project Management

CNE understands each vendor will bring its own methodology to the project, however, the e-Learning Solution project must include:

- Configuration Evaluation/Design
- Documentation of Business Processes, including Business Process Flows
- Improvement recommendations
- Planning
- Training (materials and hands-on training)

### 1.35 Key Deliverables

- Installation/Configuration of e-Learning Solution
- Training
- Technical Support
- Project plan including milestones and completion date
- Maintenance Agreement

### 1.36 Project Completion Criteria:

- CNE management and IT management agree on a plan of action to accomplish system functionality and approve the system implementation.
- CNE management reviewed for data accuracy, the implementation plan documented, and a fully configured system in operation.
- All customizations fully documented and transitioned to CNE IT support personnel.
- CNE management sign-off on documentation, the project plan, and a functioning system in place.

## 1.4 Project Assumptions

### 1.41 Assumptions

<b>ID</b>	<b>Description</b>
AS-1	Integrated training, testing and tracking system
AS-2	The desired system shall be easy to navigate
AS-3	The ELM system shall be available at all times; as we are a 24/7 Operation. Please provide your service/maintenance/availability expectations
AS-4	The ELM system shall use the English language
AS-5	Each learner will have access to a personal profile and administrator(s) will have ability to manage permissions
AS-6	Ability to create and upload custom CBT's

### 1.42 Dependencies

<b>ID</b>	<b>Description</b>
DE-1	Interface with Existing Systems – Please provide list of Systems you interface with currently
DE-2	Ability to interact with multiple devices
DE-3	Work with MOS

### 1.43 Technical

- Solution can be SaaS or on premises.
- If solution is on premises, the system must support server virtualization, running on supported version of Microsoft server software. It must also support a robust integrated SQL database that will be centralized supporting all locations and business units.
- If solution is on premises, hardware for the production/test environment will be setup by CNE and/or e-Learning Solution will be setup by implementation vendor and CNE. In addition, CNE will purchase any hardware requirements for production/test environments.
- Backup/recovery procedures will be performed by CNE throughout the project to avoid loss of data. Any Solution must have the capability for database restores within 24 hours of system failure.
- The application must run over a wide area network (WAN).
- Timely access to the network and hardware environment will be provided by CNE to the project team 24/7 to troubleshoot and resolve technology issues.
- CNE should be able to contact the e-Learning Solution vendor for timely issue resolution and escalation, as needed.
- e-Learning Solution should offer quarterly system updates or patches, as required to address critical system issues.
- e-Learning Solution should provide priority guidelines for their system.

#### 1.44 Critical Success Factors

- Prompt resolution of issues and decisions
- Project deadlines met
- Harmonious relationships maintained among the project teams
- Top management support of the project team and implementation
- Committed project team of subject matter experts, augmented by business owners and IT personnel where necessary
- Clearly assigned accountability for project tasks
- Sufficient resources with appropriate segregation of duties committed to the project
- Timely Status updates by all team members
- Structured Change Management Process
- Timely escalation of issues and missed project due dates
- Committed Sponsorship

<b>ID</b>	<b>Description</b>
SC-1	Interface with authoring tools (Captivate 8, PowerPoint, etc)
SC-2	Ability to use mobile devices with multiple formats
SC-3	Central storage and tracking of courses
SC-4	Provide analytics for reporting and tracking learner data
SC-5	Video implementation capability Compliance tracking via email

#### 1.45 Risk Analysis Summary

Risks for the design and implementation of the e-Learning Solution project include missing key deadlines and extending the implementation timeline. Risks and their potential impact should be identified in the design strategy. Documentation should cover both the impact of selecting or rejecting the design and implementation impacts. Risk assessment must recognize CNE staff may or may not be knowledgeable in e-Learning Solution selected and guidance should be provided in risk issue identification. Additional Business Risks listed below:

<b>ID</b>	<b>Description</b>
BR-1	Compliance tracking notifications via email must ensure learners/administrators are notified of when training is due in a timely manner
BR-2	

## 2.0 RFP GENERAL INFORMATION

### 2.1 RFP Overview

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



All other materials provided will become the property of CNE and will not be returned to the vendor.

RFP submission is:

Return bids are due no later than 2/25/22 at 4:00PM CST and can be returned via the following Dropbox link: [RFPeLea.lqldbwuqaq0dc99t@u.box.com](mailto:RFPeLea.lqldbwuqaq0dc99t@u.box.com)

The attached “Vendor Security Questionnaire” document must be filled out in its entirety and returned via email with bid prior to bid closing date. Failure to return a copy of the Vendor Security Questionnaire document with all questions answered with bid prior to bid closing will result in disqualification of bid. Any questions must be submitted via email. Verbal questions will not receive a response.

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. CNE reserves the right to issue one award, multiple awards or reject any or all responses. CNE reserves the right to make partial awards, to award all work, 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. The vendor is responsible for all costs they incur in preparing their response to this RFP. **The vendor may be asked to present their response on-site.** Any questions regarding this RFP should be communicated via e-mail to [talia.myres@cnet.com](mailto:talia.myres@cnet.com).

## **2.2 RFP Format**

This RFP is distributed to selected vendors in the following electronic format:

- e-Learning Solution RFP

## **2.3 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.

- RFP posted – 1/19/22
- Responses for interest – received by EOB 1/28/22
- Confidentially agreement – received by EOB 2/4
- Questions from respondents – received by EOB 2/4
- **Mandatory Bid call** – 2/9/22 for questions
- Bid Responses Due to CNE – 2/25/22. Please include sample contract.
- Demos with vendors – Week of March 7, 2022
- CNE Final Selection – Week of March 16, 2022
- Contract Negotiation – March 21-April 21, 2022

- Go Live – May 1, 2022

## **2.4 Vendor Characteristics**

Outlined below, not necessarily in order of importance, are the high-level descriptions of criteria that will be looked for in evaluating proposals.

- Successfully implemented an e-Learning Solution.
- Have a reputation for financial stability and operate a well-established and stable organization
- Demonstrate an approach and design methodology compatible with the approach outlined in this document
- CNE's preference is a vendor with significant multiple company experience and clients
- Have a collaborative mindset that enables CNE to effectively implement and support the process/application
- Have the ability and willingness to obtain a Vendor License from CNGC

## **2.5 Contractual Issues**

Upon award, Cherokee Nation Entertainment and the vendor will negotiate mutually agreeable terms and conditions. All work products after award will become the property of CNE. Vendor must contractually commit to all statements made in their RFP response. All statements in this document are considered in scope even if not identified in vendor documents.

## **2.6 Security and Control**

Specifications are included that summarize the level of security for confidential and sensitive information in applications and functions. Define what controls are provided to ensure the integrity and protection of data within the system.

## **2.7 Training**

- Create customized training manual in PDF for Compliance staff by vendor.
- Vendor to provide hands-on system training for all Compliance, regulatory staff and internal IT support prior to go-live.

## **2.8 Documentation**

Vendor must provide complete and thorough documentation that addresses any technical, configuration, development or functional change to the system. All customizations must be documented by vendor. All process and workflow creation/changes must be documented. In addition to change justification, the documentation must include a step-by-step change analysis with visual examples where appropriate. All changes must be mutually agreed to between vendor and CNE.

## **2.9 Design Approach and Strategy**

Each potential vendor must describe in detail their design approach and strategy including a list of the key advantages of their methodology. In addition, the vendor must describe the deployment strategies for the automation of manual processes and on-boarding of all entities.

## 2.10 Roles and Responsibilities

Each vendor must define the expected roles and responsibilities of their project team. This should be presented in table format indicating roles with their projected timeline.

## 3.0 Current State

### 3.1 Overview

#### 3.11 Background

The duties of the Compliance department are to assist and ensure employees are receive proper training and comply with the Cherokee Nation Gaming Commission (CNGC) Tribal Internal Control Standards (TICS) as well as all other applicable Federal, State, and Tribal laws and regulations. As a service to all CNE departments, the Compliance department will offer training (instructor led or computer based) for all employees.

## 4.0 Vendor's Response to RFP

### 4.1 Format of Vendor's Response

Please follow the format described below.

The RFP responses are to be submitted to Talia Myres via the Dropbox link provided in section 2.1 above. Responses to this RFP should address all deliverables listed in the RFP. CNE may include the vendor's response to this RFP as an addendum to any potential contract. The RFP response must arrive by EOB 2/25/22.

### 4.2 Introduction and Vendor Background

Please complete the following questions to provide CNE with a thorough understanding of your company's history and background. Tables are used to facilitate analysis of each vendor's product by standardizing the format of responses to each question. In the tables below, please answer all questions using the blank section under each question.

#### 4.21 Management Summary

Present the overall scope and projected cost of the proposed implementation effort, detailed by product. 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 CNE.

#### 4.22 Annual Report

Provide a copy of the vendor's most recent annual report, if a public company. If an annual report is provided, please reference it below as an attachment to this RFP; otherwise, a statement of financial stability by the vendor's independent auditors will be adequate.

#### 4.23 Organization Chart

Present a company organizational chart or other appropriate information to indicate the organization's ability to support the installation and maintenance and adapt to staffing changes.
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4.24 Principals

Identify the principals of the organization and the individuals on the project team who would be responsible for all aspects of the proposed implementation.

4.25 Implementations

Provide a list of the two most recent implementations. Included in this list should be a brief description of the functional enhancements and timelines for the implementation.

4.26 Team Members

Provide names and resumes of all key personnel and the proposed project team members for review.

4.27 References

Please identify three references that CNE can contact to discuss their project. In addition, please provide a list of customers comparable to CNE.

4.28 Vendor Questionnaire

Information Requested	Response
Company Name:	
Year Founded:	
Number of Employees:	
Number of Offices:	
Primary Geographic Market Area: _	
Primary Industry Market:	
Number of Years Implementing e-Learning Solution: _____	
Number of Current/Past Clients Implementing this Version of the Software: _____	

4.29 RFP Contact

Please provide the name, title, address and phone number of the person with whom all contact should be made concerning your response to the RFP.

**4.3 Design Approach**

Please provide any additional information regarding your design experience for companies with similar challenges as CNE. Tables are used to facilitate analysis of each vendor's product by standardizing the format of responses to each question.

#### 4.31 Design Experience

Describe what services are typically provided by you, the vendor, during the analysis and design processes.
Describe the approximate staffing, by skill level, which you would recommend to assess, design, and implement both the functional and technical aspects of the implementation.
Describe the approximate staffing and time commitment you suggest CNE provide to assess and design the financial upgrade. Identify the number of personnel and skill level required by task.

#### 4.4 Training Experience

Describe all available training programs. Include name, description, objectives and training method.

#### 4.5 Project Costs

Vendor should provide hourly rates for their respective personnel. Please provide in detail a description and cost of the proposed evaluation, design, and upgrade project. These costs should include defining/implementing best practice business processes, analysis and design, testing, etc. A total estimation of time and cost is also required. It is possible that a de-scope meeting or clarifications be obtained after review of bid submission and bidder should be prepared to be responsive in accordance with the timeline provided.

#### 4.6 Security Questionnaire

Vendor must complete Security Questionnaire as part of RFP.

#### 4.7 System Topology / Application Flow

Vendor to provide system topology map and application flow as part of RFP.

#### 4.8 RFP Certification

The vendor must certify to the accuracy and completeness of all information included as a response to this RFP. In the space below, please include the signature and title of the principal in your organization with the authority to represent your products and the contents of your proposal.
Printed name:
Signature:
Title:
Date:

## 5.0 Definitions:

***Deliverable*** – Any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

***Impact*** – Quantitative assessment of the magnitude of loss or gain. If the identified risk were to occur, what is the impact it would have on the team’s ability to produce or maintain the deliverable? Scale rating: 1-3 low, 4 - 7 medium, 8 - 10 high.

***Person Accountable*** – The person(s) who is/are responsible for actions.

***Probability*** – The likelihood of occurrence. (What is the probability of the risk occurring?)

***Risk*** – The cumulative effect of the consequences of uncertain occurrences that may positively or negatively affect project objectives (what could go wrong).

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<b><i>AD</i></b>	Active Directory.
<b><i>CNB</i></b>	Cherokee Nation Businesses, a tribally owned holding firm and economic engine for the Cherokee Nation.
<b><i>CNE</i></b>	Cherokee Nation Entertainment, a CNB subsidiary of hotels and casinos.
<b><i>Deliverable</i></b>	Any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project
<b><i>Risk</i></b>	The cumulative effect of the consequences of uncertain occurrences that may positively or negatively affect project objectives (what could go wrong).
<b><i>TERO</i></b>	Tribal Employment Rights Office - Cherokee Nation – protects employment rights through monitoring and enforcing tribal TERO.
<b><i>SCORM</i></b>	A collection of standards and specifications for web-based e-learning. It defines communications between client-side content & a host system (called “run-time environment”), which is commonly supported by a LMS.
<b><i>TIN CAN API (Experience API)</i></b>	An e-learning software specification that allows learning content and learning systems to speak to each other in a manner that records and tracks all types of learning experiences in a LRS. LRSs can exist within traditional LMS or on their own.

Learning Management System (LMS)

A **learning management system (LMS)** is a software application for the administration, documentation, tracking, reporting and delivery of e-**learning** education courses or training programs

## 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

**PROJECT NAME: e-Learning for Compliance**  
**RFP NUMBER: 149671**

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 exchange of money or other thing 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.