



CHEROKEE NATION BUSINESSES, L.L.C.

REQUEST FOR PROPOSAL (“RFP”)

PROJECT NAME: CNE and CNB Property Wraps

RFP NUMBER:

DATED: 5.11.22

TABLE OF CONTENTS

- I. SOLICITATION TO BID**
- II. INSTRUCTIONS TO BIDDER**
- III. STATEMENT OF WORK**
- IV. BUSINESS RELATIONSHIP AFFIDAVIT**
- V. NON-COLLUSION AFFIDAVIT**
- VI. BOND AND INSURANCE REQUIREMENTS**

SECTION I

SOLICITATION TO BID CHEROKEE NATION BUSINESSES, L.L.C. PROJECT NAME: CNE Property Wraps

Sealed bids are being solicited by Cherokee Nation Businesses, L.L.C. or the Cherokee Nation Businesses, L.L.C. wholly-owned entity identified in the attached Statement of Work (“Company”) for **graphics installation companies to develop, design, produce, and install wrap material on various and multiple surfaces including but not limited to floors, walls, tables, vehicles, and other surfaces as described in this document.**

Contact the Buyer, Cassie Cash via e-mail only, to answer any questions regarding the bid. Cassie.cash@cnent.com. Inquiries received via telephone, fax, or in-person will not receive a response. Information requests and questions will be accepted no later than **5:00 pm on May 27, 2022.**

Proposals may be sent digitally to: WrapBid.p0ko8il2ke5lzn8x@u.box.com no later than **5:00 p.m. CST on June 1st, 2022.**

The bidder must supply all the information required by the RFP Documents, hereinafter defined.

SECTION II

INSTRUCTIONS TO BIDDER

1.00 DEFINITIONS

1.01 The “RFP Documents” shall mean and shall include the Solicitation to Bid; Instructions to Bidder; Bid Schedule; Statement of Work; Drawings and Specifications, and all other attachments, exhibits and other documents attached hereto and/or incorporated by reference herein.

1.02 “Company” refers to Cherokee Nation Businesses, L.L.C. or the Cherokee Nation Businesses, L.L.C. wholly-owned entity soliciting bids and/or proposals for the Work described in the Statement of Work.

- 1.03 “Company Representative” refers to the Company personnel who has been designated as the Project Manager as identified in Section I, Solicitation to Bid, or other authorized representative of Company as may be designated in writing.
- 1.04 “Contractor” refers to the party acting directly or through agents, subcontractors, or employees and is currently under contract with the Company or upon the award of the bid will enter into a contract directly with the Company.
- 1.05 “Subcontractor” refers to the party contracting with the Contractor for any part of the Work as defined in the Statement of Work.
- 1.06 “Work” includes all services to be performed or things to be furnished by the Contractor, or both services and things, as the context reasonably requires, including all supervision, labor, materials, supplies, tools, equipment, light, water, fuel, power, heat, transportation, or other facilities necessary for the discharge of all of Contractor’s obligations as described in the Statement of Work.

2.00 DESCRIPTION OF WORK

- 2.01 The Work to be performed is described in Section III, Statement of Work and Specifications, of the enclosed RFP Documents.

3.00 FAMILIARITY WITH RFP DOCUMENTS AND PROPOSED WORK

- 3.01 The bidder has the responsibility for examination of all RFP Documents, inspection of all work sites, and familiarization with all conditions concerning the Work. Failure or neglect of the bidder to discharge this responsibility will not excuse nonperformance.
- 3.02 The bidder has the responsibility to estimate the time and quantities of work required to complete the Work. Failure or neglect of the bidder to discharge its responsibility will not excuse nonperformance.
- 3.03 Company may require prospective bidders to complete a Non-Disclosure Agreement prior to providing the Statement of Work to a prospective bidder.

4.00 BIDDING INSTRUCTIONS

- 4.01 The bidder shall make its bid by inserting the bidder's figure in the applicable blanks of the Bid Schedule 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 The bidder must provide, with its bid, certificates of insurance on an ACORD 25 or 25S form evidencing that the bidder at the time of the bid is carrying the minimum insurance coverages outlined in Section IX Bond and Insurance Requirements below.
- 4.05 This procurement is subject to the rules and regulations of the Cherokee Nation Tribal Employment Rights Office (“TERO”), as adopted and authorized by the Cherokee Nation Tribal Employment Rights Act (Title 40 of the Cherokee Nation Code Annotated). These rules and regulations provide for the assessment of a fee, where applicable, of ½ of 1% 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);, the submission of a properly completed TERO Labor Agreement; and the assessment and payment of applicable labor fees. The complete Act is available by contacting the TERO Office located in Tahlequah, Oklahoma at 918-453-5000. The successful bidder’s award will be published on the Cherokee Nation’s procurement website and their performance will be measured, recorded, and reported to the Cherokee Nation. The TERO rules and regulations that are applicable to the Work to be performed by the successful bidder will be determined and communicated by TERO and such rules and regulations shall be made a material term of the Contract Agreement. TERO bidders are required to provide a copy, front and back, of their TERO certificate with bid(s) and failure to do so will result in such bidders not receiving the TERO preferences afforded TERO bidders under the Company procurement and contracting policies and procedures.
- 4.06 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.
- 4.07 The bidder must furnish, with its bid, a subcontractor plan that (1) identifies prospective subcontractors and their respective TERO and Indian-owned statuses and their tribal affiliation; and (2) reflects the amount of the quote, either in dollar estimate or percentage of work estimate, that will be subcontracted to each subcontractor.
- 4.08 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.
- 4.09 All names on the Bid Schedule must be typed or printed below the signature.

4.10 The Bid Schedule shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Schedule).

4.11 The address to which communications regarding the Bid Schedule are to be directed must be shown.

4.12 Bids shall be submitted at the time and place indicated in the Solicitation to Bid section.

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 “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.

10.02 Company reserves the right to reject any and all bids when such rejection is in the best interest of Company. All bids are received subject to this stipulation and Company reserves the right to decide which bid shall be deemed lowest and best. A violation of any of the following provisions by the bidder shall be sufficient reason for rejecting his bid, or shall make any Contract between Company and the Contractor that is based on his bid; (i) null and void; divulging the information in said sealed bid to any person, other than those having a financial interest with him in said bid, until after bids have been opened; (ii) submission of a bid which is incomplete, unbalanced, obscure, incorrect, or which has conditional clauses, additions, or irregularities of any kind not in the original Bid Schedule, or which is not in compliance with the Instructions to Bidder and Solicitation to Bid, or which is made in collusion with another bidder. The foregoing list is non-exhaustive and Company reserves the right to reject a bid or nullify any Contract between Company and the Contractor that is based on his bid for any other reason it deems is in the best interest of the Company.

11.00 BIDS TO REMAIN OPEN

All bids and pricing submitted under this RFP shall remain valid and open for **sixty (60)** days after the day of the bid opening, but Company may, in its sole discretion, release any bid prior to that date.

12.00 AWARD OF CONTRACT

- 12.01 Company reserves the right to reject any and all bids, to waive any and all bid document requirements and to negotiate Contract terms with the successful bidder, and the right to disregard all nonconforming, nonresponsive or conditional bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 12.02 Company reserves the right to issue one award, multiple awards, or reject all bids. All quotes are subject to negotiation prior to award. Awards may be issued without discussion of quote received, and quotes should initially be submitted on the most favorable terms from a price and technical standpoint.
- 12.03 In evaluating bids, Company shall consider the qualifications of the bidders and whether or not the bids comply with the prescribed requirements.
- 12.04 Company may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Company.
- 12.05 Company may conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to perform the Work in accordance with the terms of a Contract Agreement and to Company's satisfaction within the prescribed time.
- 12.06 Company reserves the right to reject the bid of any bidder who does not pass any such evaluation to Company's satisfaction.
- 12.07 A Contract Agreement along with the terms and conditions of such agreement will be negotiated upon award. Company may rescind the award of a bid for failure to agree upon the terms of the Contract Agreement within a reasonable period of time or for bidder's failure to negotiate in good faith or timely respond to requests or inquiries of Company.

Prior to the execution of a Contract Agreement by an authorized representative(s) of each party, the successful bidder shall not perform any services, conduct any business on Company property or acquire or procure any supplies, materials or equipment on behalf of Company to be used in performing the Work as bid, unless specifically requested by an authorized Company Representative in writing. Company will notify the successful bidder in the Statement of Work or Notice of Award that additional executive or board of directors' approval will be required prior to negotiating the terms of a Contract Agreement. In the performance of the Work awarded, Company, Contractor and its subcontractor(s) shall, to the greatest extent feasible, give preference to Indian organizations, Indian owned enterprises and individuals. First preference shall be given to members of the Cherokee Nation. Second preference shall be given to members of all other federally recognized tribes.

12.08 The successful bidder shall execute and deliver the Contractor's Payment and Performance Bond (if required per the Statement of Work or Contract Agreement) and the required certificate(s) of insurance evidencing the limits and endorsements as required by the terms and conditions of the Contract Agreement within five (5) calendar days of receipt of the Notice of Award. If the successful bidder fails to execute and deliver Contractor's Payment and Performance Bond and the required certificates of insurance(s) within five (5) calendar days of the Notice of Award, Company may annul the Notice of Award.

13.00 BEGINNING WORK

The Work shall be commenced as agreed upon by the parties. However, Work shall not be commenced until Contractor has provided the requisite bonds and proofs of insurance required by the Contract Agreement.

14.00 CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS

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

15.00 RETURNING OF RFP DOCUMENTS

15.01 Whether a bid is submitted or not, this collection of RFP Documents and any accompanying documents are to be returned intact.

15.02 The successful bidder will be furnished necessary copies of this book and documents, conforming to the bid accepted by the Company.

16.00 INVOICING REQUIREMENTS

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

SECTION III

STATEMENT OF WORK CHEROKEE NATION BUSINESSES, LLC Bid –

Proposals are being solicited by Cherokee Nation Businesses, L.L.C., a wholly owned tribal company of the Cherokee Nation, on behalf of itself and its wholly-owned subsidiaries, (collectively referred to as “Companies”) is seeking qualified bids for **graphics installation companies to develop, design, produce, and install wrap material on various and multiple surfaces including but not limited to floors, walls, tables, vehicles, and other surfaces as described in this document.**

I. SCOPE OF SERVICE:

a. Length of contract:

- i. It is anticipated that Companies, individually or collectively, will enter into a two-year agreement, with the potential of annual renewals, with the selected vendor(s).
- ii. The term of this contract will be for twenty-four (24) months from contract execution. Thereafter, Companies will have the option to renew said contract for a period of one (1) extenuating year. Companies may terminate the contract without penalty at any time, with or without cause, by giving the vendor thirty (30) days prior written notice of its election to terminate. In the event the vendor fails to perform services or is in default under the terms of the contract, Companies may terminate the contract immediately and the vendor shall be paid only for the services provided, less any damages or costs incurred by Companies in the termination of the contract.

b. Description of Program and General Services:

- i. The vendor(s) will work with Purchasing and Marketing teams to obtain, develop, and/or design artwork to fit general requests for wrap of any particular object.
- ii. The vendor(s) will provide proofs to the Purchasing and Marketing teams for approval prior to production of the wrap.

1. This phase includes the vendor previews of the area and/or object to be wrapped. The vendor is responsible for obtaining the measurements and any other vital information regarding the area or object that is needed to produce and install the wrap material successfully.
2. The vendor(s) will print the wrap on the material requested in this bid. Adjustments to artwork may be done as needed in regards to the object that is being wrapped in a way that will best suit the object. The final product should be high quality with all colors and logos to be displayed accurately and in proper proportion.
- iii. The vendor(s) will either schedule the wrap installation to occur on property or will schedule pick up and drop off of the object that will be wrapped with the Purchasing and Marketing teams.

c. **Bid packages must include the following:**

- i. Complete and submit attached bid sheets, **one for multi-surface wraps, one for vehicles, and one for floor decals.**
- ii. Confirm graphics abilities and list any outsourced suppliers you may use during the course of the work described in this RFP.
- iii. Front and back copy of TERO certificate, if applicable.
- iv.. 3M Certification is ideal and a copy of the installer or company certificate is requested. If you are not currently certified, please note in your bid either your intention to obtain or your refusal to obtain said certification with an explanation of your stance.
- v. Proof of liability insurance.
- vi. A list of at least 3 past wrap clients for reference purposes.
- vii. Sample photos of past work for reference purposes.

II. **SCHEDULE:**

a. **Requests for information:**

- i. Any additional requests for information should be submitted to Amy Bailey via email at cassie.cash@cnent.com. Inquiries received via telephone, fax, or in person will not receive a response.

b. **Schedule Timeline:**

Proposal Phase	Date
RFP Release	5.11.2022
Requests for Information Deadline	By 5 pm – 5.27.2022
Submit Proposals to: WrapBid.p0ko8il2ke5lzn8x@u.box.com	By 5 pm – 6.1.2022
Anticipated Commencement Date of Contract	6.14.2022

III. ADDITIONAL REQUIREMENTS:

- a. **All vendors must be able to acquire and maintain a CNGC license for the duration of the contract. If license is revoked for any reason the contract will be terminated without prior notice and the designer shall be paid only for the services provided, less any damages or costs incurred by Cherokee Nation Entertainment.**

CHEROKEE NATION GAMING COMMISSION (CNGC) - This requirement may be subject to CNGC policies and procedures. Licensing requirements may be required of the successful vendor(s) to be coordinated with the CNGC. These requirements may include licensing fees as well security and background checks of vendor(s) employees. Current policies and procedures can be found on the Cherokee Nation website or by contacting the CNGC office at 918-207-3834.

Please note that winning bid(s) will be published. Cherokee Nation Businesses, LLC (“CNB”) reserves the right to issue one award, multiple awards, or reject all bids; any award is subject to the approval of the required funds. Responding bidders are not allowed to withdraw their bid for a period of 90 days after submittal. At the time of award, the successful bidder(s) will be required to work with the Cherokee Nation Businesses, LLC Accounting department to discuss account coding for invoices. All bids are subject to negotiation prior to award. Awards may be issued without discussion of bid received, and bids should initially be submitted on the most favorable terms from a price and technical standpoint. Any award resulting from this RFP will be subject to CNB Terms and Conditions. Your bid should indicate hourly (\$) rate (when applicable), individual work effort, delivery schedule or time of completion. Any item(s) with exceptions, substitutions, exclusions, additions or qualifications must be noted and clearly indicated on return bid. Any request for information concerning bid posting is to be submitted in writing via email to Buyer listed; no verbal communication is to be initiated.

In accordance with Cherokee Nation Law, 28 C.N.C.A. §20 no contractors or subcontractors of any Cherokee Nation entity may contract with any business owned by a first degree relative of any elected official of the Cherokee Nation.

TRIBAL EMPLOYMENT RIGHTS OFFICE - This procurement is subject to Cherokee Nation Tribal Employment Rights Office (“TERO”) regulations that include a fee of ½ of 1% of total contract award and, if applicable, the completion of a TERO Labor Agreement and payment of associated fees. The successful bidder’s award will be published on the Cherokee Nation’s procurement website and their performance will also be measured, recorded, and reported to the Cherokee Nation. The complete Act is available by contacting the TERO OFFICE at Tahlequah 918-453-5000. TERO bidders are required to provide a copy, front and back, of their TERO certificate with return bid(s) and failure to do so will result in such bidders not receiving the TERO preferences afforded TERO bidders under the CNE procurement and contracting policies and procedures.

BONDING NOTICE - CNB generally requires payment and performance bonds for all construction contracts in excess of \$100,000. However, qualified TERO-certified firms are encouraged to bid, regardless of bonding capability.

INSURANCE - CNB generally requires Worker's Compensation, Commercial and/or Comprehensive General Liability, and Automobile insurance for all awarded bids. Please refer to the Bid Documents for the specific coverages required for this bid.

DEBARMENT - By submitting a response to this Request for Proposal, the Contractor certifies to the best of their knowledge and belief that the Subcontractor, the firm, or any of its principals are not presently debarred, suspended, or proposed for debarment by any federal, state, local or tribal entity. This certification is a material representation of fact upon which reliance was placed when making award. If it is later determined the Subcontractor rendered an erroneous certification, in addition to other remedies available to CNB or its entities, CNB may terminate the contract resulting from this Request for Proposal for default.

SECTION IV

BUSINESS RELATIONSHIP REPRESENTATION

_____, 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: _____

SECTION V

NON-COLLUSION REPRESENTATION

_____, 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: _____

SECTION VI

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.