



CHEROKEE NATION ENTERTAINMENT, L.L.C.

REQUEST FOR PROPOSAL

PROJECT NAME: Service of Medical Cabinets and Trauma Bags

RFP NUMBER 150162

DATED: June 29, 2022

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SECTION I
SOLICITATION TO BID
CHEROKEE NATION ENTERTAINMENT. L.L.C.
PROJECT NAME: Service of Medical Cabinets and Trauma Bags

Sealed bids are being solicited by Cherokee Nation Entertainment, L.L.C. (“CNE”) for Medical Cabinets and Trauma Bags service and supplies. Monthly and bi-weekly checks for outages will be required as defined in Section III of the Contract Documents, Statement of Work and Specifications.

All proposals should be uploaded to the link below, to be received no later than **12:00 pm on July 14th, 2022.**

CNE_Saf.4q1pk321folplmoh@u.box.com

Please contact buyer Carla Davies carla.davies@cnet.com with any questions of clarifications.

It is the intention of CNE that if an acceptable proposal is received, the selected firm will be notified in writing by **email within 30 days of bid openings.**

Any bid received after the time set for opening of Bids, shall not be considered.

The bidder must supply all the information required by the Contract Documents.

SECTION II

INSTRUCTIONS TO BIDDER

1.00 DEFINITIONS

- 1.01 The “Contract Documents” and “Contract” shall mean and shall include the Solicitation to Bid, Instructions to Bidder, Bid Schedule, Contract Agreement, Statement of Work and Specifications, and attachments, exhibits and all other documents attached hereto and thereto and incorporated by reference herein and therein, said accumulation of documents constituting the entire agreement.
- 1.02 “Company” refers to Cherokee Nation Entertainment, L.L.C..
- 1.03 “Company Representative” refers to Cherokee Nation Entertainment’s 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 contracting with the Company in the Contract Documents, acting directly or through agents, subcontractors, or employees.
- 1.05 “Subcontractor” refers to the party contracting with the Contractor for any part of the Work required by the Contract Documents.
- 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 under the Contract Documents.

2.00 DESCRIPTION OF WORK

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

3.00 FAMILIARITY WITH CONTRACT DOCUMENTS AND PROPOSED WORK

- 3.01 The bidder has the responsibility for examination of all Contract 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.

4.00 BIDDING INSTRUCTIONS

- 4.01 The bidder shall make his bid by inserting the bidder's figure in the applicable blanks of the bidder's sheet attached in the documents, by initialing those inserted figures, by completing any forms, by executing the Contract Documents and by returning the entire Contract 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 Contract 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 Contract Documents as Section V.
- 4.04 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. Please refer to Cherokee Nation Legislative Act 38-05 dated 11-14-06 repealing and superseding Cherokee Nation law regarding Labor and the Employment Rights Ordinance and Declaring an Emergency. The complete Act is available by contacting the TERO OFFICE at Tahlequah 918-453-5000. If bidder is an Indian-owned entity, bidder must furnish, with its bid, documentation (Cherokee Nation TERO certificate, articles of incorporation, bylaws, share certificates, Certificate of Degree of Indian Blood card, tribal membership card, etc.), which establish percentage of Indian ownership and tribal identification. Indian ownership is considered to be at least fifty one per cent (51%). 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.
- 4.05 All names on the Bid Schedule must be typed or printed below the signature.
- 4.06 Bids shall be submitted at the time and place indicated in the Solicitation to Bid and shall be enclosed in a sealed envelope, marked with the Project Title Service of Medical Cabinets and Trauma Bags (RFP TBD.), 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 his 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 his 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 required bidder's parent company to provide guarantee of bidder's proposal and the performance of any obligations arising under the Contract Documents.
- 5.04 In the awarding of this Contract and the performance of these Contract Documents, Company and Contractor and its subcontractor(s) 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 Contract 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 Contract 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 The number of days within which, or the date by which, the available delivery of service time and materials is to be completed (the "Contract Time") is set forth in the Contract Agreement of one (1) year time with an option to renew the second year.

8.00 LIQUIDATED DAMAGES

- 8.01 Provisions for liquidated damages, if any, are set forth in the Contact Agreement.

9.00 SUBSTITUTE MATERIAL AND EQUIPMENT

- 9.01 The Contract, if awarded, will be on the basis of material and equipment described in the Statement of Work and Specifications. Specifications of any maintenance repairs need to be as exact to the original request or manufacturer as they can be.

10.00 REJECTION OF BIDS

- 10.01 Bids received after the time set for bid closing and 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 **Ninety(90)** 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 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 do the Work in accordance with the Contract Documents to Company's satisfaction within the prescribed time.

12.05 Company reserves the right to reject the bid of any bidder who does not pass any such evaluation to Company's satisfaction.

13.00 BEGINNING WORK

The product shall be available at least 90 days for delivery after execution of the Contract Agreement unless otherwise agreed by the parties.

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 a Certificate of Insurance covering all the requirements outlined in the General Terms and Conditions attached to the Contract Agreement.

15.00 INVOICING REQUIREMENTS

All invoices for goods submitted by the successful bidder, or bidder's supplier, must clearly show CNB/CNE contract number.

SECTION III

Medical Cabinets for Cherokee Casino Properties
BID SCHEDULE
CHEROKEE NATION ENTERTAINMENT
BID:

Bid of _____(Hereinafter called “Bidder”), and existing under the laws of the State of _____, doing business as * _____.

In compliance with your Solicitation to Bid, Bidder hereby proposes to provide all work for the Medical Cabinets

Key Requirements

- Contract personnel doing work on site and/or remotely must have a current CNGC gaming license.

By submission of this Bid, Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder further agrees to be bound by the terms of Contract Agreement terms and Conditions regarding the payment of liquidated damages, if applicable.

BIDDER AGREES TO PERFORM THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS FOR THE PRICES ON THE BIDDER’S SHEET

Use Bidder’s Sheet provided.

SUBMITTED ON _____, 20__

BY:

COMPANY:

AN INDIVIDUAL

By: _____
(Individual’s Name)

doing business as:

Business address: _____

Phone No.:

A PARTNERSHIP

By: _____
(General Partner)

Business address:

Phone No.:

A CORPORATION

By: _____
(Corporation Name)

State of Incorporation:

By: _____
(Name of Person Authorized to Sign)

Title:

(Corporate Seal)

Attest: _____
(Secretary)

Business address:

Phone No.:

A JOINT VENTURE

By: _____
(Name)

Business address:

By: _____
(Name)

Business address:

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

SECTION IV

Medical Cabinets and AED's for Cherokee Casino Properties **STATEMENT OF WORK AND SPECIFICATIONS** **CHEROKEE NATION ENTERTAINMENT**

Proposals are being solicited by Cherokee Nation Entertainment, L.L.C. to provide Medical Cabinet and AED Maintenance per the bid schedule. Contact the Buyer, **Carla Davies** to answer any questions regarding the bid, all questions must be submitted via email to carla.davies@cnet.com

A. PHASED DELIVERY:

- Medical cabinets and trauma bags should be checked and re-supplied at least every 2 weeks. Monthly checks should be done to all AED's. AED pads and batteries should not be allowed to expire. This contract will be for one (1) year with the potential option to renew a year. See attached schedule A for Locations.

B. MINIMUM GENERAL REQUIREMENTS:

- It is the intent of "CNE" to enter into a contractual agreement with the winning bidder for the servicing of medical cabinet, trauma bags and AED checks. See attached Schedule B for comprehensive list of medical supply needs.

D. ADDITIONAL INSTRUCTIONS TO BIDDERS

1. Include a comprehensive list of products (individual line items- Identified in the bidder's sheet), cost to service by location (identified by property name – as per the above). Bidder must be able to replicate specifications of needed medical material.
2. Quote shall remain firm for 90 days. All prices and bid materials are confidential.
3. At the time of award, the successful bidder will be required to work with CNE Accounting to discuss account coding for invoices.
4. CNE reserves the right to issue one award, multiple awards, or reject all bids. All quotes are subject to negotiation prior to award. Awards may be issued without discussion of quote received, and quotes should initially be submitted on the most favorable terms from a price and technical standpoint.
5. Any award resulting from this RFP will be subject to CNE Terms and Conditions (copy available upon request)
6. Your bid should indicate pricing based on noted quantities keeping in mind that delivery will not be all at once but will be over the course of 12 months or one (year), and standard lead time. Any items noted which are not bid should be indicated "NO BID".
7. Any item(s) with exceptions, substitutions, exclusions, additions, or qualifications must be noted and clearly indicated on bid form
8. This project is also subject to Cherokee Nation Tribal Employment Rights Office regulations that include a fee of ½ of 1% of total contract award, if applicable, and the

completion of a TERO Labor Agreement and payment of associated fees. The successful bidder's performance will also be measured, recorded, and reported to the Cherokee Nation. Please refer to Cherokee Nation Legislative Act 38-05 dated 11-14-06 repealing and superseding Cherokee Nation law regarding Labor and the Employment Rights Ordinance and Declaring an Emergency. The complete Act is available at our website or by contacting the TERO OFFICE at Tahlequah 918-453-5000. TERO bidders are required to provide a copy, front and back, of their TERO certificate with return bid(s) and failure to do so will result in such bidders not receiving the TERO preferences afforded TERO bidders under the CNE procurement and contracting policies and procedures.

9. One (1) signed copy of the CNE Non Disclosure Agreement, a fully executed copy of which will be returned to the bidder.

All proposals should be uploaded to the link below, to be received no later than **12:00 pm on July 14th, 2022.**

CNE_Saf.4q1pk321folplmoh@u.box.com

Schedule A

General Description of location	Locations
Catoosa, OK - Hard Rock Casino	19105 Timbercrest Circle Catoosa, OK 74015
Catoosa, OK - Golf Course club house	777 West Cherokee Street Catoosa, OK 74015
Catoosa, OK - Smoke Shop	19105 Timbercrest Circle Catoosa, OK 74015
Catoosa, OK - On the hill buildings	1102 N. 193rd East Ave. Catoosa, OK 74015
South Coffeyville, OK - Casino	1506 N Hwy 169 South Coffeyville, OK 74072
Claremore, OK - WRD Casino	20900 S 4200 Rd Claremore, OK 74019
Claremore, OK - WRD Horse Barn	20900 S 4200 Rd Claremore, OK 74019
Watts, OK - WSS Casino	2416 HWY 412 Colcord, OK
Ft Gibson, Ok - Casino	103 North George Rd Ft. Gibson, OK
Tahlequah, OK - Outpost 1	17699 S Muskogee Ave Tahlequah, OK
Tahlequah, OK - Casino	16489 Hwy 62 Tahlequah, OK
Tahlequah, OK - Cherokee Gift Shop	17725 South Muskogee Ave, Tahlequah, OK
Tahlequah, OK - Cherokee Springs Golf Course	700 E Ballentine Rd, Tahlequah, OK
Sallisaw, OK - Casino	1621 West Ruth Street Sallisaw, OK 74955
Roland, OK - Casino	109 Cherokee Blvd. Roland, OK 74954
Roland, OK - Travel Plaza	105 Cherokee Blvd. Roland, OK 74954
Ramona, OK - Casino	31501 US 75 Highway, Ramona, OK 74061
Jay, OK - Jay	1758 US Lindly St. Jay, OK 74346
Grove, Ok - Grove Casino	24979 Us-59 Grove, OK 74344

Schedule B

3 Shelf ANSI Only

Items that you will be asked to replace (includes and limited to):

			PRICE	Qty per box
3 SHELF WIDE EMPTY W/PK	1	EA		
3 SHELF "WIDE" POCKET FILL	1	EA		
1X3 PLASTIC BANDAGE MED	1	BOX		
FINGERTIP BANDAGE MED	1	BOX		
KNUCKLE BANDAGE MEDIUM	1	BOX		
COMFORT 1/3 STRIP MEDIUM	1	BOX		
X-LONG BANDAGE MEDIUM	1	BOX		
ELASTIC STRIP MEDIUM	1	BOX		
ANTISEPTIC PUMP 2 OZ	1	EA		
BURN CARE PUMP 2 OZ	1	EA		
GAUZE PADS 3"X3" SMALL	1	BOX		
NON-ADHERENT PAD 2"X3"SM	1	BOX		
1/2" X 5 TAPE DISPENSER	1	EA		
MEDI-RIP 2"	1	ROL		
COLD PACK, LARGE, 1/BOX	1	BOX		
EYE/SKIN BUFFERED SOL 4OZ	1	EA		
COOL&SOOTHE 6/BOX	1	BOX		
EMERGENCY MEDICAL GLV/8BX	1	BOX		
COLD PACK, SMALL, 1/BOX	1	BOX		
EYE DRESSINGS/2 BX	1	BOX		
TOURNIQUET/2 BX	1	BOX		
TRIANGULAR BNDG UNITIZE/1BX	2	BOX		
TRAUMA PAD VACUUM SLD/4BX	1	BOX		
SPLINT 24"	1	EA		
BANDAGE BUTTERFLY MED 1000(16)	10	EA		
ANTISEPTIC SWABS BULK	10	EA		
ALCOHOL PREP PADS BULK	5	EA		
HAND SANITZR BULK 1000/CS	3	EA		
ROLLER GAUZE, 2" NON-STER	2	EA		
TRIPLE ANTIBIOTIC OINT SM	3	BAG		

HYDRO 1% CREAM BULK-144	5	EA		
THERA TEARS, SMALL	1	PAC		
SCISSORS 4.5" LISTER BAND	1	EA		
FIRST AID GUIDE	1	EA		
BURN RELIEF PACKET/ 6 PK	1	PAC		
CPR MICRO SHIELD	1	EA		
PCKT DRUG FACTS REPL PACK	1	EA		
LABEL, CABINET INSPECTION	1	EA		
ROLLER GAUZE, 4" NON-STER	1	EA		
BURN RELIEF 4X4 DRESSING	2	EA		
OSHA/ANSI CABINET LABEL	1	EA		

TRAUMA BAG			PRICE	Qty per box
TRAUMA BAG, LARGE EMPTY	1	EA		
BANDAGE, BUTTERFLY MEDIUM	1	BOX		
ANTISEPTIC WIPERS MEDIUM	1	BOX		
ALCOHOL PREP PADS MEDIUM	1	BOX		
HAND SANITIZER SMALL	1	BAG		
GAUZE PAD 4"X4" SMALL	1	BOX		
ROLLER GAUZE, 2" NON-STERILE	3	EA		
ROLLER GAUZE 3" NON-STERILE	3	EA		
ABD PADS 5"X9" STERILE	1	EA		
NON-ADHERENT PAD 2"X3" SM	1	BOX		
TRAUMA DRESSING 10X30	1	EA		
BLOODSTOPPER COMPRESS	2	BOX		
ADHESIVE TAPE 1"X5YD	1	ROL		
ELASTIC TAPE 1X"5' ROLL	1	ROL		
MEDI-RIP 2"	1	ROL		
MEDI-RIP 3"	1	ROL		
COLD PACK, SMALL 1/BOX	2	BOX		
COLD PACK, LARGE 1/BOX	2	BOX		
TRIPLE ANTIBIOTIC OINT MD	1	BOX		
INDUST EYE RELIEF 1/2OZ	1	EA		
EYE/SKIN BUFFERED SOL 4OZ	3	EA		
DUMONT FORCEPS WITH CASE	1	EA		
SCISSORS 4.5" LISTER BAND	1	EA		

EMT UTILITY SHEARS 7"	1	EA		
FIRST AID GUIDE	1	EA		
BURN RELIEF PCKT, SMALL	1	PAC		
BURN RELIEF 4X4 BURN DRESSING	2	EA		
XPECT CPR MICRO SHIELD	2	EA		
1X3 ADHESIVE BANDAGE UNIT	1	BOX		
FINGERTIP BANDAGE UNIT BX	1	BOX		
KNUCKLE BANDAGE UNIT BX	1	BOX		
ELASTIC STRIP UNIT BOX	1	BOX		
TRIANGULAR BANDAGE	2	BOX		
TOURNIQUET	2	BOX		
EYE PADS 4 BOX, UNIT BOX	1	BOX		
AMMONIA INHT WIPE 10 UNIT	1	BOX		
STING AMPOULES (10)	1	BOX		
EMERGENCY MEDICAL GLV / 4 PR BOX	2	BOX		
BLANKET DISP SILVER	2	EA		
BLUE BANDAID STRIPS				
BLUE BANDAID KNUCKLE				
BLUE BANDAID FINGER TIPS				

SECTION V

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath states 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 CNE or other party to the services provided under the Agreement is as follows:

Affiant further states 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 CNE or other party to the project is as follows:

Affiant further states 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:

Affiant further states that any family/relative relationships present between any officer, director or agent of Consultant and any officer, director, manager or member of the Board of Directors of CNE other party to the Agreement is as follows:

Affiant further 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, affiant should so state.)

Subscribed and sworn to before me this _____ day of _____ 2022.

Notary Public

My Commission Expires: _____

SECTION VI

NON-COLLUSION AFFIDAVIT

STATE OF)
) ss.
COUNTY OF)

, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant 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 Cherokee Nation Entertainment, L.L.C. employee as to quantity, quality or price in the prospective Contract, or any other terms of said prospective Contract; or in any discussions between bidders and any Cherokee Nation Entertainment, L.L.C. official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

Signed: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____, 2022

Notary Public

My Commission Expires: _____

SECTION VII

INSURANCE REQUIREMENTS

Contractor will carry or cause to be carried and maintained in force throughout the entire term of this Agreement insurance coverage as described below with insurance companies acceptable to CNE. The limits set forth below are minimum limits and will not be construed to limit Contractor's liability. All costs and deductible amounts will be for the sole account of Contractor.

(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 CNE its parent, subsidiary, or affiliated companies.

Under the policies described in (B) and (C) above, CNE its parent, subsidiary and affiliated companies will be named as additional insured. The policies described in (B) and (C) above will include the following "other insurance" amendment: "This insurance is primary insurance with respect to CNE its parent, subsidiary and affiliated companies, and any other insurance maintained by CNE its parent, subsidiary or affiliated companies is excess and not contributory with this insurance."

At least ten (10) days prior to the start of service, Contractor will deliver to CNE certificates of insurance on an ACORD 25 or 25S form evidencing the existence of the insurance coverage required above. 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 (C) above, Contractor shall, upon written request, provide CNE with a certified copy of the involved insurance policy or policies within ten (10) business days of receipt of such request.

SECTION VIII



AGREEMENT # _____

NON-DISCLOSURE AGREEMENT

Cherokee Nation Entertainment, L.L.C., a Cherokee Nation limited liability company, with offices at 777 West Cherokee Street, Catoosa, Oklahoma 74015, (“CNE”), and ____, with its principal office at _____ (“Company”), in consideration of the mutual covenants of this Non-disclosure Agreement (“Agreement”), hereby agree as follows:

1. In connection with discussions and/or negotiations between the parties regarding **potential business transactions and relationships** (“Subject Matter”), each party to this Agreement may wish to disclose its proprietary or trade secret information (“Information”) to the other party on a confidential basis. The disclosing party may consider such Information proprietary under this Agreement either because it has developed the Information internally, or because it has received the Information subject to a continuing obligation to maintain the confidentiality of the Information, or because of other reasons. The disclosing party may consider such Information as a trade secret because such Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use.
2. When information deemed to be proprietary or trade secret is furnished in a tangible form, including electronic mail, the disclosing party shall clearly mark the Information in a manner to indicate that it is considered proprietary, confidential, trade secret or otherwise subject to limited distribution as provided herein. When Information deemed to be proprietary is provided orally, including information conveyed to an answering machine, voice mail box or similar medium, the disclosing party shall, at the time of disclosure, clearly identify the information as being proprietary or confidential or otherwise subject to limited distribution as provided herein. If the disclosing party fails to identify Information as confidential, such disclosing party may correct the omission by later notice consisting of a writing or statement, and the recipient shall only be liable for unauthorized disclosures of such confidential information made subsequent to said notice. In addition, the existence and terms of this Agreement, and the fact and substance of discussions and correspondence between the parties concerning goods or services, shall be deemed proprietary Information.

3. With respect to Information disclosed under this Agreement, the party receiving Information shall:
 - a. hold the Information in confidence, exercising a degree of care not less than the care used by receiving party to protect its own proprietary or confidential information that it does not wish to disclose;
 - b. restrict disclosure of the Information solely to those directors, officers, employees, affiliates, and/or agents/consultants, including either party's ability to disclose to commercial lenders, and the Chief and Tribal Council of the Cherokee Nation, with a need to know and not disclose it to any other person;
 - c. advise those persons to whom the Information was disclosed of their obligations with respect to the Information; and,
 - d. use the Information only in connection with continuing discussions by the parties concerning the Subject Matter, except as may otherwise be mutually agreed upon in writing; and
 - e. except for the purposes of evaluating the Subject Matter, not copy or distribute such Information or knowingly allow anyone else to copy or distribute such Information, and any and all copies shall bear the same notices or legends, if any, as the originals.
4. The Information shall be deemed the property of the disclosing party and, upon request, the other party will return all Information received in tangible form (and marked proprietary or confidential) to the disclosing party or will destroy or erase if such Information is recorded on an erasable storage medium, all such Information at the disclosing party's direction, and certify to the disclosing party the Information has been destroyed or erased. If either party loses or makes an unauthorized disclosure of the other party's Information, it shall notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed Information.
5. In the event a party or its affiliate(s) makes an unauthorized disclosure, such party shall indemnify the aggrieved party, including the aggrieved party's officers, directors, managers, agents and/or employees for any loss proximately arising from such disclosure.
6. The party to whom Information is disclosed shall have no obligation to preserve the proprietary nature of any Information which:
 - a. was previously known to such party free of any obligation to keep it confidential;
 - b. is or becomes publicly available by other than unauthorized disclosure;
 - c. is developed by or on behalf of such party independent of any Information furnished under this Agreement;
 - d. is received from a third party whose disclosure does not violate any confidentiality obligation; or
 - e. is disclosed pursuant to the requirement or request of a duly empowered governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and sufficient notice is given by the recipient 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, unless such notice is prohibited by said order.

7. Neither this Agreement, nor the disclosure of Information under this Agreement, nor the ongoing discussions and correspondence between the parties, shall constitute or imply a commitment or binding obligation between the parties or their respective affiliated companies, if any, regarding the Subject Matter. If, in the future, the parties elect to enter into a binding commitment regarding the Subject Matter, such commitment will be explicitly stated in a separate written agreement executed by both parties, and the parties hereby affirm that they do not intend their discussions, correspondence, and other activities to be construed as forming a contract regarding the Subject Matter or any other transaction between them without execution of such separate written agreement.
8. This Agreement may not be assigned by either party without the prior written consent of the other party, except that no consent is necessary for either party to assign this Agreement to a corporation succeeding to substantially all the assets or business of such party whether by merger, consolidation, acquisition or otherwise. This Agreement shall benefit and be binding upon the parties hereto and their respective successors and permitted assigns.
9. The parties acknowledge that they have had an adequate opportunity to review this Agreement and to consult legal counsel knowledgeable in Federal Indian Law and Cherokee Nation Law regarding the legal effect of this Agreement.
10. This Agreement shall become effective as of the date set forth below (“Effective Date”). Disclosure of Information between the parties under this Agreement may take place for a period (the “Information Disclosure Period”) of one (1) year after the Effective Date. The obligations of the parties contained in Paragraphs 3 and 4 shall survive and continue beyond the expiration of the Information Disclosure Period indefinitely with regard to information designated as a trade secret by disclosing party and for a period of two (2) years with regard to all other Information.
11. The parties acknowledge that in the event of an unauthorized disclosure, the damages incurred by a non-disclosing party may be difficult if not impossible to ascertain, and that such non-disclosing party may seek injunctive relief as well as monetary damages against a party that breaches this Agreement.
12. This Agreement constitutes the entire understanding between the parties with respect to the Subject Matter provided hereunder and supersedes all proposals and prior agreements (oral or written) between the parties relating to the confidential nature of the Information provided hereunder. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.
13. During the term of this Agreement and for a period of one (1) year following the expiration or termination of this Agreement, Company shall not directly or indirectly solicit the engagement or employment of, or engage as an employee, consultant or otherwise, any person who was an employee of CNE during the term of the Agreement or at any time during the one year period immediately preceding such solicitation.

- 14. Neither party:
 - a. is 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;
 - b. shall be liable to or through the other hereunder for amounts representing loss of profits, loss of business, or special, indirect, consequential, or punitive damages.
- 15. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER DISCLOSING 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.**
- 16. The parties acknowledge that this Agreement does not restrict the ability of the parties 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.
- 17. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Facsimile signatures to this Agreement shall be deemed to be binding upon the parties.

Each party represents that it has caused this Agreement to be executed on its behalf as of the date written below by a representative empowered to bind that party with respect to the undertakings and obligations contained herein.

Executed and effective this _____ day of _____ 20__.

CONTRACTOR _____

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

(SIGNATURE)

(SIGNATURE)

(PRINT NAME)

(PRINT NAME)

(TITLE)

(TITLE)