



Cherokee Nation Entertainment, LLC

Fleet Management Visibility Solution RFP Document

2014

Fleet RFP.doc

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1.0 Introduction

1.1 Company

Cherokee Nation Businesses, L.L.C. (“CNB”), is wholly owned by the Cherokee Nation, the nation's second largest Indian tribe. CNB, the economic engine of the Cherokee Nation, owns companies in the gaming, hospitality, personnel services, distribution, aerospace, manufacturing, telecommunications, technology services, medical equipment, security and defense services, construction and environmental services industries. These businesses have annual revenues of over \$700 million and over \$100 million in profits. CNB continues to grow and expects to acquire new businesses in the future.

CNB currently employs more than 4,400 people in northeastern Oklahoma and northwestern Arkansas. The Cherokee Nation and its businesses employ more than 8,000 people in all, making it one of the area’s largest employers.

CNB’s vision is to be the model tribal enterprise delivering superior value and providing financial independence to the Cherokee Nation through sustained growth, job creation, and diversified business development.

Cherokee Nation Entertainment, L.L.C. (“CNE”) is the retail, gaming, entertainment, hospitality and cultural tourism entity of the Cherokee Nation and is a subsidiary of CNB. CNE operates the Hard Rock Hotel & Casino Tulsa, seven Cherokee Casinos located in Roland, Ramona, West Siloam Springs, Fort Gibson, Sallisaw, Tahlequah and Cherokee Casino Will Rogers Downs, a horse racing track and pari-mutuel wagering operation in Claremore. The company also manages the Cherokee Travel Plaza, two Cherokee Outpost convenience stores, six retail tobacco shops, four gift shops, two golf courses and three hotels.

1.2 Contact

All questions related to this document should be directed by email to Hossam Azar at the following address:

Hossam.azar@cnent.com

1.3 Project Objective

1.31 Overview

Cherokee Nation Entertainment (CNE) is currently in the process of selecting a Fleet Management Visibility Solution and implementation partner for its Fleet Department. CNE plans to select a Fleet Management Visibility Solution and implementation partner that can help meet our Business Objectives.

1.32 Business Objectives:

- BO-1: Select and implement a Fleet Management Visibility Solution that:
- Manages vehicle reservations, such as creating, cancelling, and confirming a reservation.
 - Provides vehicle tag information, by geographical areas or entity providing the vehicles.
 - Tracks vehicle accident data by the driver and vehicle, repair and maintenance costs, fuel costs, mileage, including analytical reports, such as MPG, mileage, knowing when to replace a vehicle, and warranty information.
- BO-2: Import credit card vendor data (ComData) into the solution for vehicles, driver, mileage, fuel costs, repair and maintenance costs, the vendor, and the transaction date.

1.33 Fleet Management Visibility Solution Features

ID	Description
FE-1	Provide details on each vehicle, such as the VIN, purchase price, FMV, tag details, turnpike expense, fuel expense, mileage, spare key custodian information.
FE-2	Provide a vehicle's repair and maintenance history with the transaction date by Vendor.
FE-3	Provide a vehicle's miles per gallon calculations.
FE-4	Track a vehicles repair and purchasing vendor information.
FE-5	Track warranty periods on vehicle services and tires along with mileage and dates at the time of service on each vehicle.
FE-6	Track accidents, estimates, and final repair costs by vehicle, driver, and vendor.
FE-7	Allow qualified drivers to reserve a vehicle on an intranet page after they provide the vehicle pick-up location, destination, date, time, total number of passengers, and preferred vehicle type, i.e. car, van, etc.
FE-8	A reservation will notate the date and if the driver failed to show or was refused because of no vehicle vacancies.

ID	Description
FE-9	Update a driver's name, department number and company name using Active Directory.
FE-10	Personally assign a Custodian driver to a vehicle.
FE-11	Assign a vehicle, trailer, and construction vehicles to a department, such as Facilities and Maintenance, for the department's specific use.
FE-12	Associate one active credit card with one VIN, including previous credit card number usage dates for historic reporting.
FE-13	Customize standard reporting features for export, print, or saving locally.
FE-14	A driver profile will include their first and last name, department, employee number, approving manager name, company name, office location, state, driver license number and expire date, insurance expire date, credit card code, driver status, driver type, and a notes field.
FE-15	Provide a daily/weekly calendar view to enter each vehicles reserved date with beginning and ending time range.
FE-16	The system shall provide for managing reservations, such as creating, cancelling, and confirming a reservation.
FE-17	Accept scanned or uploaded documents, such as detailed repair-maintenance receipts, driver's licenses, driver's personal insurance verification, warranties, vehicle specs and photos, accident reports, repair estimates, and vendor agreements.

1.34 Project Management

CNE understands each vendor will bring its own methodology to the project, however, the Fleet Management Visibility Solution project must include:

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

1.35 Key Deliverables

- Installation/Configuration of Fleet Management Visibility 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 CNB 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

ID	Description
AS-1	Fleet will obtain new vehicle information from Purchasing and the vehicle purchase documentation to enter initially on the credit card website.
AS-2	Fleet will update the systems vehicle record with information obtained from the turnpike website.
AS-3	Fleet will assign a credit card to a vehicle by entering the information on the credit card website.
AS-4	Fleet will create a qualified drivers profile in the system with future driver updates coming from AD.
AS-5	Fleet will add the driver's credit card code in the credit card system.
AS-6	The system shall store less credit card number digits than required for PCI compliance on each vehicle record.
AS-7	The desired system shall be easy to navigate.
AS-8	The Fleet system shall be available 99.9 percent uptime.
AS-9	Current Fleet spreadsheet system shall be migrated into the new system for historical reporting.

1.42 Dependencies

ID	Description
DE-1	The system shall integrate ComData credit card data with daily updates to system.
DE-2	The system shall fully integrate with AD groups in the CNENT domain to update qualified driver profiles daily.
DE-2	The system shall fully integrate with AD groups to authenticate Fleet staff roles and permissions daily.

1.43 Technical

- Solution can be SaaS or on premise.

- If solution is on premise, 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 premise, hardware for the production/test environment will be setup by CNE and/or Fleet Management Visibility Solution will be setup by implementation vendor and CNE. Also, CNE will purchase any hardware requirement for production/test environments.
- Backup/recovery procedures will be performed by CNE throughout the project to avoid loss of data. The capability for database restores to occur within 24 hours of calendar time of system failure will be in place
- 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 PMS vendor for timely issue resolution and escalation, as needed.
- Fleet Management Visibility Solution should offer quarterly system updates or patches, as required to address critical system issues.
- Fleet Management Visibility 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

ID	Description
SC-1	Accept and store scanned / uploaded documents in the system.
SC-2	Track various expiration dates to manage vehicles, drivers, vendors, and warranties records.
SC-3	Import current spreadsheet data into the solution.
SC-4	Provide customized analytical reporting features.
SC-5	Update driver info from AD.

1.45 Quality Assurance

To ensure that the project team is executing the proposed project plan as submitted, CNE retains the right to review and cancel the agreement after the project begins. In that event, CNE will pay all reasonable and documented vendor costs in accordance with CNE’s Travel and Expense Policy up through the termination date with no further liability to vendor.

CNE retains the right to request replacement team members from the vendor and have a team member changed in a timely manner.

The functional design and implementation plan requires the Business Owner and the Technical Owner to sign-off prior to completion of the design project.

Project status including work complete, estimated time to completion, and missed due dates must be delivered to the steering committee on a weekly basis throughout the length of the project.

An issue log must be created and maintained and a status report must be delivered weekly with number of issues resolved and new issues added.

A Change Management process must be established with clear guidelines for requesting a change, approval necessary for change to be implemented, responsibility for change timeline, and determination of successful completion.

1.46 Risk Analysis Summary

Risks for the design and implementation of the Fleet Management Visibility 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 Fleet Management Visibility Solution selected and guidance should be provided in risk issue identification. Additional Business Risks listed below:

ID	Description
BR-1	Routinely validate driver’s licenses and insurance verifications or the Company may be at high financial risk if accidents occur.
BR-2	A TERO vendor may not be nearby when fueling or maintaining a vehicle’s immediate needs.

1.5 Project Team and Responsibilities

The Project Team will be vital to the overall project success. CNB will assign the appropriate resources to meet the agreed upon schedule and deliverables.

To ensure that the project is on schedule and work is completed, weekly status meetings will be required from the Project Team and weekly status reports submitted to the appropriate project manager. Project status includes project outlook, brief overview, completion of assigned issues/deliverables, items that were planned but not accomplished, miscellaneous items, issues and concerns, key activities planned for the next week, and key dates, including time off. All issues/deliverables that have been noted as completed must be approved by the Business Owner and submitted at weekly status meetings for review and project team approval.

The following matrix outlines the roles and their responsibilities; team members will be identified prior to start of work.

Roles	Responsibilities
Project Partner(s) / Project Sponsor	CNB Executive(s) affected by each project will provide project approval, project funding, direction, sponsorship, and timely problem resolution. The project partner(s) and project sponsor will receive the weekly Project Executive Status Report and may periodically attend the steering council meetings.
CNB IT Project Manager	Responsible for the project plan, documenting meeting minutes and decisions, escalating issues and coordinating the utilization and proactive participation of the business resources, both within the project team and those involved outside the project team. Work closely with Implementation Partner in updating the overall project plan.
Project Consultant	Responsible for the overall success of the project by ensuring that the business requirements are fulfilled while facilitating documented process design, process changes, policy and procedures, testing, and training.
CNB Business Owners	Each major department or business entity affected by the project will assign a business owner that is responsible for assigning the correct business process specialists, making sure policy and procedures are completed and reviewed, ensuring high and dedicated performance from their assigned team members, and providing direction and guidance to their team members in the design and implementation phase for the PeopleSoft Financials 9.2 upgrade.
CNB Subject Matter Experts (SMEs)	Each major department or business entity affected will assign the necessary team members to participate in the implementation effort. These individuals are specialized in one area or process and must have overall knowledge of the current processes, policy and procedures, etc to provide insight into current state design, future state design and completing assigned tasks in a timely manner. They may also assist with employee self-service training.
Business Project Improvement Owner	Responsible for ensuring the correct BPI personnel are available and performing to high and dedicated performance levels, as well as ensuring the current state/future state tasks are effective and remain on schedule
Business process Specialists/Managers	Responsible for leading current state, future state design sessions, documenting process flows, business decisions, and gaining

	consensus on business processes.
CNB Technical Owner	Responsible for assigning the correct technical team, ensuring technical infrastructure and system uptime meets operational requirements, ensuring dedicated performance from their assigned team members, and providing direction and guidance to their team members during the implementation process.
CNB Technical Analyst	Designated IT personnel who will perform hardware, architecture and network setup. Participate in the infrastructure review, in the business process documentation, in the implementation strategy, perform necessary development and assist with security design.

1.6 Project Resources Forecast

1.61 Hardware

CNE will provide computers and phone access for all project team members. CNE will provide access to printers for all project team members.

1.62 Software

It is assumed that CNE project managers will have access to Microsoft Project. All CNE project team members will have access to Microsoft Word, Excel, and PowerPoint. All CNE and contractor project team members will have access to CNE email (mainly for scheduling).

1.63 Office Space

CNE will provide a dedicated work environment for the project team throughout all of the phases of the implementation project. This includes workspace, meeting rooms and training space.

1.64 Security

This work environment will include access to the appropriate CNB/CNE environments, applications, networks, printers and other peripheral devices needed during the project. Contractors will have 24/7 access to workspace, including access to physical facilities if needed, and applicable environments for the duration of the design and implementation.

1.65 Outside Access

CNB/CNE will provide access to Internet and contractor networks, websites, and databases.

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.

Any CD-ROM/disk, and/or user documentation submitted with your proposal will be returned upon written request. 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 October 24, 2014 at 5:00PM and can be returned via email to Hossam Azar @hossam.azar@cnet.com. **Bid responses will be held valid for 90 days from the October 24, 2014 due date.** 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. No verbal questions will be responded to.

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 HossamAzar@cnet.com. A response will be returned as well as a copy of your question and its response will be posted on the Cherokeebids.org website within one business day or as soon as practicable.

2.2 RFP Format

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

- Fleet 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.

- October 24, 2014 – Bid Responses Due to CNE
- October 27, 2014 through October 30, 2014 – Vendor de-scope/interviews with CNB project team
- October 31, 2014 - CNE Final Selection
- November 3, 2014 through November 14, 2014 - Contract Negotiation

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 a Fleet Management Visibility 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

2.5 Contractual Issues

Upon award, Cherokee Nation Entertainment and the vendor will negotiate a Consulting Services Agreement to arrive at 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 Fleet staff by vendor.
- Vendor to provide hands-on system training for all Fleet 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.

2.11 Tribal Employment Rights Office

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, including a \$25 per person per day fee for any non-Indian worker on site. 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 superceding 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.

2.12 Cherokee Nation Gaming Commission

As a result of the successful bidder's provision of goods and/or services under the Agreement, the successful bidder may be required to apply for and obtain a gaming license from the Cherokee Nation Gaming Commission ("CNGC"). If so required, and the successful bidder is unable to obtain or maintain its gaming license throughout the term of the Agreement, upon written notification of such failure from CNGC and/or CNB, CNB may cancel the Agreement without penalty, paying only for the goods and/or services provided to CNB prior to such notification.

2.13 Rejection of Bids

CNE reserves the right to reject any and all bids when such rejection is in the best interest of CNE. All bids are received subject to this stipulation and CNE 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 CNE and the Contractor that is based on his bid null and void: (i) 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; (iii) which is not in compliance with this RFP; or (iv) which is made in collusion with another bidder. The foregoing list is non-exhaustive and CNE reserves the right to reject a bid or nullify any Contract between CNE and the bidder that is based on his bid for any other reason it deems is in the best interest of the CNE.

3.0 Current State

3.1 Overview

3.11 Background

Cherokee Nation Entertainment's Fleet department manages passenger vehicles, trailers, and construction vehicles for CNB and some subsidiary companies. The current system is a series of spreadsheets tracking vehicle and driver information. Fleet must track vehicle purchase information, its VIN, tag, mileage, repair and maintenance, turnpike and fuel costs for over 240 vehicles. In addition, Fleet manages driver data on over 1000 qualified employees who may be using company vehicles at any time. Much of this information is accessible through the vehicle's credit card Internet site; however, Fleet must download or type this information into multiple spreadsheets before it is of any use.

3.12 Fleet Management System currently in use

CNE does not currently utilize a Fleet Management system. Most information is currently kept in Microsoft Excel documents and data received from ComData.

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 Hossam Azar at the e-mail address 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 packages must arrive by October 24, 2014.

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.

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.
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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 Fleet Visibility Management Solutions:	
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.

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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.

4.6 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).

AD	Active Directory.
CNB	Cherokee Nation Businesses, a tribally owned holding firm and economic engine for the Cherokee Nation.
CNE	Cherokee Nation Entertainment, a CNB subsidiary of hotels and casinos.
Deliverable	Any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project
FMV	Fair Market Value.
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.
MPG	Miles per gallon, relationship between miles driven and the vehicles fuel usage.
PAV	Personally assigned vehicles, is part of an employee’s compensation package.
PCI	Payment card industry data security standards.
Person Accountable	The person(s) who is/are responsible for actions.

<i>Probability</i>	The likelihood of occurrence. (What is the probability of the risk occurring?)
<i>PS FIN</i>	PeopleSoft Financials, financial software used by CNB companies.
<i>Risk</i>	The cumulative effect of the consequences of uncertain occurrences that may positively or negatively affect project objectives (what could go wrong).
<i>TERO</i>	Tribal Employment Rights Office - Cherokee Nation – protects employment rights through monitoring and enforcing tribal TERO.
<i>VIN</i>	Unique vehicle identification number.



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 CNB 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 CNB 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 CNB 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 _____ 20__.

Notary Public

My Commission Expires: _____



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 Businesses, 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 Businesses, 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 _____, 20__.

Notary Public



AGREEMENT # _____

NON-DISCLOSURE AGREEMENT

Cherokee Nation Businesses, L.L.C., a Cherokee Nation limited liability company, with offices at 777 West Cherokee Street, Catoosa, Oklahoma 74015, (“CNB”), 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 CNB 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__.

(SIGNATURE)

(PRINT NAME)

(TITLE)

CHEROKEE NATION BUSINESSES, L.L.C.

(SIGNATURE)

(PRINT NAME)

(TITLE)

General Security Questionnaire For System Applications

1. What is used to store end user account information?
 - a. MS SQL database?
 - i. Is Password Rotation Supported?
 - ii. Is Password Complexity Supported?
 - iii. Are previously used passwords stored so they cannot be reused?
 - b. Active Directory?
 - i. Can Active Directory Groups be used to limit access to who can run the application?
 - ii. Can Active Directory Groups be used to limit access to certain applications functions
 1. Example, one user can make entries, but it takes another level of authorization from a manger to change entries.
 - iii. If no on active directory, will the vendor modify the application to use Active Directory?
 - c. Cloud?
 - i. If cloud storage, where is the data geographically located?
 - ii. Are any subcontractors located outside the US?
 - iii. Are any employee's or subcontractor employees not US citizens?
 - iv. Can the application use ADFS or Windows Azure Active Directory?
 - d. If not MS SQL or AD or Cloud, what is used for user account storage?
 - i. If cloud storage, where is the data geographically located?
 - ii. Are any subcontractors located outside the US?
 - iii. Are any employ
2. Does the application use a backend Database for storing data?
 - a. What database system is used? MS SQL, Oracle, Cloud, etc.
 - i. What version?
 1. If not latest version, what is the timeline on getting to the latest version.
 - b. Is any confidential (PCI, PII, HIPPA, other) data stored in the database?
 - i. Is encryption used to protect the data?
 - ii. Is any of the data regulated by any compliance or authority?
 - c. Is any Database archiving done?
 - i. If yes.
 1. What is the security applied to the Archive?
 2. Is any encrypted data decrypted for the archive?
 3. Is the archive stored in a location that is hardened as much as the main database?

3. How is an audit trail generated for activity?
 - a. Where is the audit trail stored?
 - i. MS SQL?
 - ii. Offsite at the vendor (cloud)?
 - iii. Local log files on the client?
 - b. How long is the audit trail stored?
 - c. Is any confidential information stored in the audit trail?
 - d. Is any encryption used on the audit trail storage?
 - e. How do we view the audit trail?

4. Does the application need Internet Connectivity?
 - a. If yes, is the communication over SSL?
 - b. If yes, what data is being pulled/sent to the Internet?

5. Does the application require Windows Local Administrator Rights to run after installation?
 - a. If yes, is the vendor planning to correct this flaw?

6. How does the client application talk to the server backend? E.g. Direct connection to a database, through web/app service, etc.
 - a. If direct connection to DB, Does the client use Ad Hoc or Stored Procedures?
 - i. If Ad Hoc at all, can application run on just stored procedures?
 - b. If direct connection to DB, what authentication method? E.g. DB/Local User or Windows Integrated.
 - i. If DB/Local User, how are credentials stored on client?
 1. Are they encrypted?
 - ii. If DB/Local User, what connection client is used? ODBC, SQL Native, etc.

7. Is any encryption used in communications between machines in the system? E.g. Between client and server, between application server and database server.
 - a. If no, can it be implemented?
 - b. If yes, which communication channels and what level of encryption and algorithm are used? E.g. Client to Server- AES256, Client to Web Server - SSLv3 2048

8. Does any part of the backend system require a console application left running the background at all times?

9. Do the client workstations run in kiosk mode (1 generic user logged into machine, many users log into application) or can the application run under the logged in user with any valid user logging into the machine?
 - a. If yes to kiosk mode, can the application be changed to allow running under any logged in user?

10. Is alerting supported on “odd” behavior? E.g. anything that falls outside of a configurable threshold on the system or unusual activity that goes outside of a normal process.
 - a. What kind of alerting or mitigating measures can be used in the event of such behavior or threshold breach?

11. Is any form of file share required (on client or server) for the application to operate?
 - a. If yes, what kinds of permissions are required and who will need them?

12. Are the DB vendors (Microsoft/Oracle/etc) Best Practices for securing the database server followed? In other words, if a server was set up with Best Practice guidelines, does any of it need to be “loosened” in order for the application to work (example, enabling xp_cmdshell on MS SQL Server)?

13. Are the Client/Server OS vendor’s Best Practices for securing the OS in its particular role followed?

14. Is regular patching of the Client and Server OS with the latest vendor patches and service packs supported?

15. Is regular patching of the Database Server with the vendor’s latest patches and service packs supported?

16. Does the application meet all required regulatory compliances? E.g. PCI, HIPPA, ITAR, etc.