



Cherokee Nation Entertainment, L.L.C.

Spa Management Solution RFP Document

April 2016

CNE Property Mgmt System 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, eight Cherokee Casinos located in Roland, Ramona, West Siloam Springs, Fort Gibson, Sallisaw, Tahlequah, South Coffeyville 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 Tina Jones at the following address:

tina.jones@cnent.com

1.3 Project Objective

1.31 Overview

Cherokee Nation Entertainment (CNE) is currently in the process of selecting a Spa Management System (SMS) and implementation partner for its Spa. CNE plans to select a SMS solution and implementation partner that can help meet our Business Objectives.

1.32 Business Objectives

- BO-1: Increase guest offerings with service amenities in a luxury Spa environment by October 2016.
- BO-2: Provide new Spa guest services for massage, steam, sauna, hydro-therapy, and hair blow-dry area, manicure, and pedicure.

1.33 SMS Features

| Number | Option or Opportunity | Priority |
|--------|--|-----------|
| F-1: | Patron can apply their IGT Player Rewards points, comps, or coupons to purchase Spa services. | Mandatory |
| F-2: | Patron can charge Spa charges to their hotel room. | Mandatory |
| F-3: | Patron can apply and/or purchase hotel gift cards towards Spa purchases. | High |
| F-4: | Retail Spa products will be available for purchase inside the Spa. | High |
| F-5: | Patron can purchase Spa services using multiple payment options. | Mandatory |
| F-6: | Schedule patron appointments and the licensed staff who will perform the requested service at the same time. | High |
| F-7: | Track licensed staff schedule on availability to perform Spa services. | Mandatory |
| F-8: | Provide a Note area to list guest's additional service requests. | High |
| F-9: | Manage professional licenses for staff performing specific Spa services. | Medium |
| F-10: | Capture patron's electronic signature for payments and services rendered. | High |
| F-11: | Provide creating custom packages of Spa amenities for patron selection. | Medium |
| F-12: | Provide inventory functions for Spa-use products and retail products. | Mandatory |
| F-13: | Provide point-of-sale service for merchandise and services. | Mandatory |
| F-14: | System generated survey emailed after services provided to gather feedback. | Low |
| F-15: | Provide email and/or text confirmations and/or reminders for reservations. | High |
| F-16: | Interface with IGT for redemption of comps, points, or coupons. | High |
| F-17: | Interface with Opera for room charges. | High |
| F-18: | Integrate with AD for user authentication and setup. | High |
| F-19: | Interface with KABA | High |
| F-20: | PCI compliant | Mandatory |
| F-21: | Support mobile devices that provide real-time access to the application, supporting all patron activities/functions. | High |
| F-22: | Support provided 24/7/365 | High |

| | | |
|-------|--|-----------|
| F-23: | Provide quarterly system updates/patches as required to address critical issues | Mandatory |
| F-24: | Provide priority guidelines for the system | Mandatory |
| F-25: | If a cloud based solution; employees should be authenticated using SAML 2.0 | Mandatory |
| F-26: | If a cloud based solution; employees should be defined in the system utilizing LDAP import against Active Directory or Okta API. | High |

1.34 Project Management

CNE understands each vendor will bring its own methodology to the project, however, the SMS project must include:

1. Configuration Evaluation/Design
2. Documentation of Business Processes, including Business Process Flows
3. Planning

1.35 Key Deliverables

1. Review of process flows and documented change recommendations
2. Documentation of configuration recommendations
3. Overall Project plan
4. Documentation of any customizations recommended/required; approvals for recommended/required customizations will follow the defined CNE approval process
5. Project schedules that include identified times for design, development, testing, training and implementation
6. Implementation of SMS system

1.36 Project Completion Criteria:

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

1.4 Project Assumptions and Dependencies

1.41 Assumptions

- AS-1: The SMS shall be written and display in the English language.
- AS-2: Project team members shall communicate using the English language.
- AS-3: The SMS shall be available 99.9 percent uptime.
- AS-4: The SMS shall use U.S. currency.
- AS-5: The vendor shall work with CNE IT in developing a Permissions and Roles Matrix.
- AS-6: If on premise solution; ALL hardware will be purchased separately by CNB through its Dell vendor relationship.
- AS-7: ALL licenses will be purchased separately by CNB through its Microsoft® Enterprise Agreement.

AS-8: System should be PCI compliant.

1.42 Dependencies

- DE-1: An employee shall be in the CNENT domain.
- DE-3: Integrate with the Opera & Cenium System for patron information and applying Spa charges to a room.
- DE-4: Integrate with Micros iCare, or compatible system for purchasing and redemption of gift cards.
- DE-5: Integrate with IGT Patron for sharing patron's player reward services.
- DE-6: Integrate with Active Directory (AD) for employee user authentication and setup.
- DE-7: Interface with PeopleSoft Financials.
- DE-8: Integrate with custom built API web interface for Travel Click web reservation system.
- DE-9: Integrate with preferred vendor, Merchant Link, for immediate credit card processing or another PCI compliant product that supports point-to-point encryption.
- DE-10: Must communicate with electronic signature scanner/reader devices that are Europay MasterCard Visa (EMV) compatible.
- DE-11: Integrate with KABA to provide Spa patrons an additional entrance once they've checked in.

1.43 Technical

1. If a cloud-based solution; must provide CNE with a disaster recovery plan that minimizes lost productivity time.
2. The SMS shall provide an online help system that describes and illustrates Spa system functions.
3. The application must run over a wide area network (WAN), the system should be configured for high availability with minimum system downtime. The system must be capable of performing required system maintenance with minimum impact to patrons and application users.
4. The system should support mobile devices that provide real-time access to the application, supporting all patron activities and functions.
5. If a premise solution; the system must support server virtualization, running on supported version of Microsoft server software. It must also support a robust integrated SQL database.
6. 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.
7. Hardware for the production/test environment will be setup by CNE and/or SMS will be setup by implementation vendor and CNE. Also, CNE will purchase any hardware requirement for production/test environments; if a non-hosted solution.
8. 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.
9. SMS solution should provide support 24x7x365. CNE should be able to contact SMS vendor for timely issue resolution and escalation, as needed.

10. SMS solution should offer quarterly system updates or patches, as required to address critical system issues.
11. SMS solution should provide priority guidelines for their system.
12. If a cloud-based solution; employees should be authenticated using SAML 2.0 Preferred identity provider is Okta.
13. If a cloud-based solution; employees should be defined in the system utilizing LDAP import against Active Directory or Okta API. Okta is preferred.

1.44 Application Management

The implementation will require the creation and maintenance of test and production environments.

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 CNB Project Manager on a weekly or bi-weekly basis throughout the length of the project.

A final design report must be delivered to the CNB Project Manager prior to completion of the SMS.

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 SMS project include missing key deadlines and extending the SMS 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 SMS selected and guidance should be provided in risk issue identification. Additional Business Risks listed below:

- BR-1: Effective training programs must be in place across the SMS and its interfacing applications to ensure each business unit transfers essential knowledge to employees new to a position.
- BR-2: Current interfaces and integrations must exist to provide the correct transfer of information to all applications
- BR-3: Guest satisfaction and service is impacted by the inefficient utilization of the application functions and features.

1.5 Project Team and Responsibilities

The Project Team will be vital to the overall project success. CNE 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 Customer(s) / Project Sponsor | CNE Executive(s) affected by each project will provide project approval, project funding, direction, sponsorship, and timely problem resolution. The project customer(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. |
| CNE Subject Matter Experts (SMEs) | Appointed CNE personnel from hotel operations, hotel manager, housekeeping, group sales, casino services, and finance. 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. |
| CNE 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. |
| CNE 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 CNB project managers will have access to Microsoft Project. All CNB/CNE project team members will have access to Microsoft Word, Excel, and PowerPoint. All CNB/CNE project team members will have access to CNB 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 escorted 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 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.

There will be a mandatory pre-bid conference call meeting on April 13th, 1-2PM (CST). Vendors should submit their sealed RFP response in PDF format no later than April 19th, 2016 at 3:00 PM (CT). Vendors may not submit their RFP responses via e-mail. Bid responses will be held valid for 90 days from the April 19th due date. Bid submissions are to contain four (4) hard copies in addition to either a disc or flash drive. The contact information for intention to bid and RFP submission is:

Bids shall be submitted at the time and place indicated in the Solicitation to Bid and shall be enclosed in an envelope, marked with the Project Title, Bid Number, Name and Address of the bidder, and accompanied by the other required documents.

IF BY EXPRESS DELIVER OR REGULAR MAIL
Cherokee Nation Entertainment, L.L.C.
Attn: Tina Jones
777 West Cherokee Street
Catoosa, Oklahoma 74015

IF BY HAND DELIVERY
Cherokee Nation Entertainment, L.L.C.
Corp. Bldg. #3
Attn: Tina Jones
1102 North 193rd East Avenue
Catoosa, OK 74015

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 tina.jones@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:

- RFP – CNE Spa Management System.doc

2.3 RFP Timetable

The timetable below is assumed on a hosted solution and 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.

- April 8, 2016 – RFP posted for bid
- April 12, 2016 – Required NDA due
- April 13, 2016 – Mandatory pre-bid conference call meeting
- April 19, 2016 – Bid responses due
- April 22, 2016 thru April 28, 2016 – Vendor de-scopes
- April 29, 2016 – CNE Vendor Final Selection
- May 2, 2016 thru May 20, 2016 – Contract negotiation/contract signed
- August 1, 2016 – System Implementation

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.

- Implementation vendor should have experience implementing a SMS solution in the gaming/hospitality environment or at least understand that type of environment.
- Have a reputation for financial stability and operate a well-established and stable organization.

2.5 Contractual Issues

Upon award, Cherokee Nation Entertainment and the vendor will negotiate a Master 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

- TR-1: Establish training programs to ensure critical business knowledge transfer.
TR-2: Partner shall provide training documentation that incorporates functionality tailored to the final agreed upon configuration/design.

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

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. In the awarding of this contract and the performance of the contract documents, the successful bidder 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.

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 CNE, CNE may cancel the Agreement without penalty, paying only for the goods and/or services provided to CNE prior to such notification.

2.13 Rejection of Bids

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened. 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

This will be Cherokee Nation Entertainment's (CNE) first Spa Management System. It will be implemented for the Hard Rock Tulsa location only, at this time. CNE's current property management system is Opera. We currently are piloting Cenium at our Roland property.

4.0 Current Technology Environment

4.1 Software Utilization

1. Database Platform – Microsoft SQL Server 2008
2. Network Protocol – TCP/IP
3. Operating System – Microsoft 2008 Server x64
4. Network Equipment – Cisco

4.2 Applications

CNE is currently using the following applications and will require the SMS to interface with them.

1. IGT Advantage Patron version 9.1
2. Cenium & Opera version 5.0.2.1 e21 Property Management Systems

3. PeopleSoft Financial Management version 9.2
4. Website Reservations Custom API (Travel Click)
5. Gift Card (Micros iCare, 3rd party or provided in solution)
6. Credit Card Processing (Merchant Link)
7. Electronic Signature Device
8. MGT for coupon redemption

5.0 Vendor's Response to RFP

5.1 Format of Vendor's Response

Please follow the format described below.

The RFP responses are to be submitted to Tina Jones at the 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 April 19th, 2016 at 3:00 PM (CT).

5.2 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.

5.21 Management Summary

| |
|--|
| In this RFP CNE is looking for bidder to submit bid for a SMS solution and present the overall scope and projected cost of the proposed implementation. 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. |
| |

5.22 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. |
| |

5.23 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. |
| |

5.24 Principals

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

5.25 Implementations

| |
|--|
| Provide a list of the two most recent SMS implementations. Included in this list should be customer costs, a brief description of the functional enhancements and timelines for the design and implementation. |
| |

5.26 Team Members

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

5.27 References

| |
|---|
| Please identify three references that CNE can contact to discuss their design and implementation project. |
| |

5.28 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 SMS software: | |
| Number of Current/Past Clients Implementing this SMS solution: | |

5.29 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. |
| |

5.3 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.

5.31 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 SMS solution. |
| Describe the approximate staffing and time commitment you suggest CNE provide to assess and design the SMS solution. Identify the number of personnel and skill level required by task. |

5.4 Training Experience

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

5.5 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.

5.6 Security Questionnaire

Vendor must complete the attached Security Questionnaire as part of RFP.

5.7 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: |

6.0 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).

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__.

| | |
|--------------|--|
| | CHEROKEE NATION ENTERTAINMENT, L.L.C. |
| | |
| (SIGNATURE) | (SIGNATURE) |
| | |
| (PRINT NAME) | (PRINT NAME) |
| | |
| (TITLE) | (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.