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**Request for Proposal**

**for**

**Family Medical Leave Act (FMLA)  
Absence Management Software**

**From**



**July 12, 2016**

**PRIVATE AND CONFIDENTIAL**

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## 1. Overview of Cherokee Nation Businesses

Cherokee Nation Businesses, LLC ("CNB") is a tribal entity wholly owned by the Cherokee Nation. CNB employs approximately 6,200 employees within forty (40) states of the U.S. and a few international countries within several blended business units consisting of:

- Corporate offices located in Catoosa and Tahlequah, Oklahoma
- Seven state casinos, with multiple food and beverage operations at Ramona, Roland, W. Siloam Springs, Ft. Gibson, Sallisaw, S. Coffeyville, Tahlequah and Catoosa, Oklahoma
- Hotels located in Catoosa, W. Siloam Springs and Roland, Oklahoma
- Golf courses in Catoosa and Tahlequah, Oklahoma
- Retail operations consisting of convenience stores in Tahlequah and Ft. Gibson, Oklahoma
- Smoke shops in Roland, W. Siloam Springs and Catoosa, Oklahoma
- Gift shops located in Tahlequah and Catoosa, Oklahoma,
- A horse racing and gaming facility in Claremore, Oklahoma
- Diversified businesses that execute government and private industry contracts throughout the U.S. consisting of the following sectors of business:
  - A healthcare sector that provides medical supplies and a wide range of services, including financial recovery, patient appointing, recruiting, credentialing and placement of clinical, administrative and housekeeping personnel for numerous federal agencies and commercial clients
  - A Security & Defense Division sector that provides security services with state-of-the-art critical site infrastructure protection, security and surveillance services, access control technologies and security integration for government and commercial clients
  - A Technology sector provides a full spectrum of IT services and technology solutions as well as management and support programs, projects professionals and technical staff
  - The Cherokee Nation Businesses Environmental & Construction Division provides clients with environmental, construction and professional services. Its business units have been recognized with numerous industry awards.

## 2. Scope of Services

The objective of this Request for Proposal (RFP) is to secure an Absence Management System (AMS) solution, specifically for the management of FMLA. The preferred solution is an AMS that provides a single source solution for our diverse portfolio of tribally owned entities. The administration of CNB's FMLA is centralized and the software must interface with our current Enterprise Resource Management (ERP) systems: PeopleSoft HCM, Kronos Workforce Central, Deltek Time & Expense and Shop Floor Time. The ability to configure the system with minimal or no cost as needed when the current ERP and timekeeping systems are upgraded or an existing system is replaced is a key component.

The AMS should reduce administration costs, streamline the existing FMLA process, improve regulatory compliance, and support the continued growth of our organization. We are seeking a solution that will accommodate and improve our current business processes and manage our company specific needs, without requiring customization or system workarounds. The software should include the following components to allow full management of FMLA, in addition to company specific leave and disability plans. The company processed 1,152 leave requests in 2015.

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## **2.A Claim Management and Processing**

- Issuance of initial FMLA claim package to employee
- Determination of FMLA leave eligibility
- Preparation of approval and denial notifications to employees
- Verification of medical certification
- Notification to employer and employee of FMLA end date
- Detailed case management
- Efficient FMLA claim processing (i.e. within Department of Labor mandates)
- Access to FMLA medical specialists and attorneys
- Advice/counsel on FMLA abuses and non-compliance
- Action plan to address instances of FMLA/sick leave abuse
- Improved communication to management and employees on FMLA issues
- Coordination with other leave related benefits – Workers Compensation, and other disability leaves

## **2.B Claim Tracking, Documentation and Reporting**

- Tracking of all employee FMLA requests and absences
- Tracking of FMLA utilization by employees including recertification, intermittent, etc.
- Complete documentation for each FMLA claim, including documentation of communications with employees
- Ability to track FMLA leave concurrently other disability leaves
- Track reduction in absenteeism and lost time to control cost of absenteeism
- Technology or automated tracking tools and resources
- Detailed reports on employee FMLA usage
- Reports to preview program results, including ROI
- Data backup, security and disaster recovery plan

This software will need to capture basic employee demographic, compensation, leave eligibility information and absence information from the ERP systems. The AMS should provide automated employee leave status updates to the ERP systems.

The AMS needs to remain compliant with federal and applicable state law as it applies to FMLA and other state specific leave laws as it applies to specific entities and the flexibility to apply tribal law as needed:

## **2.C FMLA Compliance**

- Compliance with state and federal leave laws
- Compliance with HIPAA privacy requirements
- Impact on employee productivity and morale by fair and consistent application of FMLA requirements
- Reduction in absence-related expenses through more efficient, automated administration and closer communication with the interested parties
- Best practices in absence management

## **2.D Software Requirements**

- Web-based technology preferred
- Historical data integration/migration
- Standardized interface with the following systems:
  - Kronos Workforce Central
  - Deltek Time & Expense and Shop Floor Time

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- Peoplesoft HCM
  - Active Directory for single sign-on
  - Ability to download into MS Office products, such as Word, Excel
  - Browser based reports with customizable set-ups, including sorts, groupings, and selection criteria generated in a variety of exportable formats. Graphical representations, drill-down capabilities, performance measure indexing capabilities, and automated scheduling
  - Ability to record, update, and track strategies, programs, objectives, project tracking, and action items
  - Ability to export data for ad-hoc reporting purposes: The new system must provide a reporting mechanism so that users can use the most current data to create ad-hoc queries and reports.
  - Ability to utilize role-based security
  - Software provides an audit trail with user id and date/time stamp for adds/changes/deletes made to application elements such as program descriptions, objectives, and measures
  - Save Feature: Allows applicants the capability to save information and to return later to complete and/or update applications (auto save preferred)
  - Workflow capabilities – capability to trigger email notification to hierarchy of users

A disability management module is required. This module will need to manage plan eligibility and correspondence for three short-term and one long-term disability plans. At present the company administers two self-insured short term disability plans, and one fully-insured short term disability plan. The software should have the capacity to calculate and submit biweekly payroll files that incorporate paid leave time (sick/vacation/PTO) as well as current disability pay and retroactive disability pay as required.

This RFP outlines the service expectations and project timelines. Once the RFP's are fully evaluated based on CNB's criteria, then CNB will select an AMS at their discretion, if any.

The following information is provided to assist you in preparing a response to this RFP:

- Upon selection of an AMS, it is anticipated an implementation will be completed by January 1, 2017.
- Cherokee Nation Businesses, LLC will not be responsible for any expenses incurred in the preparation of any informational response, proposal or presentation.
- All information presented in this RFPI, including information subsequently disclosed by CNB during this or any RFP process should be considered confidential.
- Contract situs state is Oklahoma.
- All information in this RFP, or provided in response to it, will automatically become part of any future contractual obligation.

Barring earlier termination, terms of any agreement to be awarded in conjunction with this RFP shall be for a period of three (3) years with an evergreen clause provided vendor has, in CNB's sole opinion, provided satisfactory service at competitive costs during the initial three-year term.

### **3. Instructions for Submitting Information**

- **Responses must be received by CNB no later than 3:00 p.m. CT, August 2, 2016. No late responses will be accepted.**
- In order for a vendor to be considered as an eligible party in this RFP process, answers to all of the questions in Item 7 of this RFP must be provided. Responses should be complete in every respect with concise and clear answers to all questions posed. Late responses will not be accepted.

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- Responses should be submitted with a cover letter stating that the vendor is able and willing to provide the type and level of services required to fulfill the scope of services outlined in this data request. The cover letter must also identify any information that the vendor is identifying as confidential.
  - The use of information and materials that are strictly promotional in nature should be avoided.
  - No employee, agent, or representative of any vendor shall make available to or discuss its responses with any CNB employee except the authorized contact listed below unless specifically authorized. Questions should be directed to the authorized contacts identified in the Terms and Conditions section below.
  - Vendor shall not issue any statement or news releases or make any statement to the news media pertaining to this data request without the prior written approval of CNB.
  - Vendors must submit two (2) paper copies and one electronic copy (USB or CD) of their responses. Bids shall be enclosed in a sealed envelope, marked with the Project Title, Name and Address of the bidder, and accompanied by the other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope addressed to the Cherokee Nation Businesses, L.L.C., Attn: **Charla Vardeman**, with the notation "**SEALED BID - DO NOT OPEN**" on the face thereof. Bidders must submit two (2) paper copies and one electronic copy of their responses to following CNB contact:

IF BY EXPRESS DELIVER OR REGULAR MAIL  
Cherokee Nation Businesses, L.L.C.  
Attn: Charla Vardeman  
777 W. Cherokee Street  
Catoosa, Oklahoma 74015

IF BY HAND DELIVERY  
Cherokee Nation Businesses, L.L.C.  
Attn: Charla Vardeman  
Corp. Building #3  
1102 N. 193rd East Ave.  
Catoosa, OK 74015

#### **4. Evaluation Process/Finalist Selection/Timeline**

An internal vendor selection team will review in detail all proposals that are received to determine the finalist group. Selection criteria will include the experience and qualifications of the software, company and team members assigned to CNB, the fee proposal, and overall clarity and responsiveness to the RFP.

Finalists may be invited to make an onsite presentation to CNB.

Nothing herein requires CNB to negotiate or proceed with any proposal or agreement in connection with this RFP. All information contained within this RFP is to be treated as confidential. CNB may, without giving reason, terminate discussions with you or reject any and all proposals or negotiate with other persons or entities.

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## 5. Proposed Schedule

CNB anticipates the following general time frames in connection with issuance of this RFP:

Activity	Date
RFP released to Vendors	7/12/2016
Questions from vendors to be submitted by	7/20/2016 3:00 PM CST
Answers distributed and posted by	7/22/2016 3:00 PM CST
RFP responses to be received by CNB	8/2/2016 3:00 PM CST
Vendor presentations to Vendor Selection Committee (2 finalists)	TBD, if needed
CNB selects Vendor and enters into an Intent to Contract agreement	8/22/2016
All other Vendors are notified of CNB's Vendor selection	8/23/2016

NOT WITHSTANDING THE FOREGOING, THESE DATES MAY BE CHANGED AT ANY TIME AT THE SOLE DISCRETION OF CHEROKEE NATION BUSINESSES.

## 6. RFP Questions

Questions regarding this RFP must be in written format, sent via email to the authorized contact listed below and must be received by Wednesday, July 20 by 3:00 PM. Copies of questions and answers will be provided to all firms solicited with this RFP via email and also added to the RFP posting on our procurement website by Friday, July 22, by 3:00 PM. All written questions received by CNB from a vendor will be provided to all participating vendors under the terms of this RFP.

## 7. Information to be Provided by Bidders

With the Scope of Services defined in Section 2 above, please respond to the following questions. Keep your responses as brief as possible.

1. Provide an overview of your company and state how long the company has provided absence management software.
2. Identify the office location that would be servicing the CNB account.
3. Provide relevant references (minimum of three clients for whom your company provides similar services to those included in this RFP. Include two other references for clients who have transitioned from your company within the last 24 months).
4. Are there any current or pending litigation or administrative actions against your company? If yes, describe them.
5. Describe what makes your firm uniquely qualified to work on our account.
6. Provide an example of how your firm is taking a leadership role within the industry.
7. What size clients does your firm generally support?
8. Do you have a method or process in place to gauge client satisfaction?
9. What is your service philosophy?
10. Does your firm provide consulting to tribal clients? If so, describe in what capacity you perform work.
11. Do you have in-house legal advisors or outside counsel who provide guidance to you and your clients?
12. Provide a sample contract.
13. Provide a SSAE 16 report.
14. What cyber insurance coverage do you carry?
15. Describe your company's system back-up, security and disaster recovery procedures.
16. Confirm that the company carries Errors and Omissions insurance and the coverage amount. If yes, include a copy of the Declarations.
17. What is your record of timeliness of implementations?

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18. Do you perform any system or administrative tests to ensure data integrity and a successful conversion prior to go-live?
  19. Will you provide a fees-at-risk guarantee to support a successful conversion? If so, please describe.
  20. What data transmission is required for the implementation? What is the accepted format?
  21. How are the historical records converted? Are there limitations on the conversion of historical data?
  22. Describe your system reporting capabilities for clients. Are standard and custom reporting options available?
  23. Identify any parts of the policy / plans that your company cannot effectively administer.
  24. Is the initial staff training included in the cost of the AMS? If not, how is the cost calculated (e.g., by individual, by hour, by day), and what are the fees?
  25. Provide an overview of your AMS software.
  26. Does your software include employee and/or manager self-service features?
  27. Describe the scalability of the AMS software for benefits other than FMLA (e.g., short- or long-term disability, worker's compensation, etc.)
  28. What features are customizable?
  29. Does your system support short-term disability payroll calculations?
  30. What time and attendance systems is your software able to effectively integrate?
  31. Does the software provide FMLA regulatory guidance for federal and state leave laws? Please describe.
  32. How often does the vendor release upgrades and new services?
  33. How does the vendor schedule and install upgrades?
  34. Are there periodic upgrades that require the system to be unavailable and then restarted? Does the vendor offer a "test environment" in which upgrades are loaded to allow time to test and to learn their functionality without affecting the live system?
  35. Does the maintenance and/or license agreement include a plan for issues that cannot be resolved remotely? For example, will the vendor visit your practice when necessary? Are there any additional costs involved?
  36. What is the vendor's average issue resolution time? Does the vendor provide any service-level guarantee on issue response time and resolution?
  37. What browsers are supported?

## **8. Service Team**

Please include a chart detailing the roles and bios of your team members, including the qualifications and experience of each person, should you work with Cherokee Nation Businesses.

## **9. Pricing**

Based on the information provided and the services requested, please provide your proposed fee. Please make certain to identify any services mentioned in your proposal that are not included in your proposed fee.

## **10. Terms and Conditions**

For purposes of this RFP, no vendor may consider any verbal statements by an officer, employee, or agent of CNB to be an official expression on its behalf, unless such representations or statements are made in a written communication from CNB executed by the duly authorized representatives listed below. All statements from CNB regarding any substantive matter associated with this RFP will be in writing and copies thereof will be forwarded to all vendors under consideration.



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<b>Cherokee Nation Businesses Authorized Contact</b>
Charla Vardeman Charla.vardeman@cnen.com 918.828.6288

It is expected that the vendors will provide meaningful and reliable information on which CNB will be able to ultimately make a selection for its absence management software.

CNB, in its sole discretion, reserves the right to accept or reject any or all proposals received in response to this solicitation even if all of the stated requirements are met, or to cancel this RFP in part or in its entirety.

This RFP does not constitute an offer, but is a solicitation of proposals only. Vendors may withdraw from the informational responses or any subsequent RFP process at any time prior to the date and time set for final acceptance of proposals. CNB reserves the right to conduct discussions with offers, to accept revisions of informational responses, proposals, and to waive any technical or formal defects in proposals. The terms and conditions set forth in this RFP are intended only as a guide to those companies responding and are subject to change without notice. Additionally, the terms and conditions set forth in this RFP are not intended as an offer to be included as terms and conditions of any final agreement that may be reached. The final written agreement will govern all aspects of a relationship between the vendor and CNB and nothing herein shall be interpreted otherwise. No person has authority to bind CNB or interpret the rights of prospective contractants either through this document or through any other oral statements or written statements not found in the final written agreement.

CNB will assume no responsibility for costs incurred in the preparation or submission of a response to this RFP. All information, copies of proposals and any back up or other related materials submitted in response to this RFP shall become the property of CNB and will not be returned. Vendor will supply two hard copies of their proposal and one electronic copy.

CNB has a Code of Conduct that forbids excessive entertainment, travel or gifts of other than nominal value provided to, or by, companies doing business with CNB. "Gifts, entertainment and other favors" means anything of value. Accepting or giving gifts, entertainment and other favors can also create a potential or actual conflict of interest, therefore, you are advised to refrain from any action that could be deemed a violation of our Code of Conduct.

By submitting an informational response hereunder, vendor understands and agrees to the terms and conditions of this RFP.

#### **11. Disclosure and Use of Name**

Without the prior written consent of CNB, the vendor and its employees and agents shall not disclose to any third person the fact that CNB is considering the procurement absence management software, has prepared the RFP, or has selected the vendor as a finalist, whether to the press, for advertising or promotional purposes, for the purpose of influencing any third party, including the investment community, or for any other purpose.

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## 12. **Appendix – Attachments**

- Non-Disclosure Agreement
- Business Relationship Affidavit
- Non-Collusion Affidavit
- Summary of FMLA Activity – Last 12 Months



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,

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- 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

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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.

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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 BUSINESSES, L.L.C.**

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

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**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.)

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Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



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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\_\_.

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Notary Public

My Commission Expires: \_\_\_\_\_

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**Summary of FMLA Activity  
Last 12 Months**

Leave Category	Leave Status	Total
CFRA	Approved	4
Extension Non FMLA	Approved	196
FMLA	Approved	2689
Non FMLA	Approved	302
California PDL	Approved	3
<b>Total Approved</b>		<b>3194</b>
Extension Non FMLA	Denied	5
FMLA	Denied	319
Non FMLA	Denied	101
Not Eligible	Denied	124
<b>Total Denied</b>		<b>549</b>